

S2 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

SECTION A

This Contract is dated TBC 2022.

Parties

- (1) **The Department for Business, Energy & Industrial Strategy (BEIS)** of 1 Victoria Street, London SW1H 0ET and **The Department for Environment Food & Rural Affairs (DEFRA)** of Seacole Building, 2 Marsham St, London SW1P 4DF(**The Contracting Authority**).
- (2) **[Supplier TBC]**, [a company incorporated and registered in [COUNTRY TBC] with company number [NUMBER TBC] and registered VAT number [NUMBER TBC] whose registered office is at [REGISTERED OFFICE ADDRESS TBC] (**the Supplier**).

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Agent: Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at:

<http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Contract starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Contracting Authority: The Department for Business, Energy & Industrial Strategy (BEIS) and The Department for Environment Food & Rural Affairs (DEFRA), as specified at Section A (1) and any replacement or successor organisation. For the avoidance of doubt, the Contracting Authority shall consist of staff from both BEIS, and DEFRA working jointly and collaboratively as one Contracting Authority and shall have joint and several liability under the contract, as well as both parties enjoying the benefit of being a named party to the contract.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Delivery Date (Services): the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under the 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.

GDPR: The General Data Protection Regulations as amended from time to time.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Contracting Authority's order for the Services and Supplies, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for Information or an apparent request under FOIA or EIR.

Scheme Effective Date: the date on which the United Kingdom Research and Innovation become a legal entity.

Services: The Services, including without limitation any Deliverables and Supplies

required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the contract as named in Section A (2).

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

Supplies: any such thing that the Supplier is required to Deliver, that is not Services or Deliverables

TUPE: The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

UKRI: UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

A2 Basis of contract

A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Contracting Authority in the Order.

A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the

Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

- A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-4 The Order constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.
- A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

- A3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
- A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;
 - A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
 - A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
 - A3-2-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

- A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or
- A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:
- A3-5-1 cease all work on the Contract;
- A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and
- A3-5-4 Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.
- A3-6 **Termination**
The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract by written notice to the Supplier in any of the following circumstances:
- A3-6-1 Where it considers that the Contract has been subject to a substantial

modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");

- A3-6-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- A3-6-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- A3-6-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- A3-6-5 Where a third party starts court proceedings against the Contracting Authority seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority considers to have a reasonable prospect of success.
- A3-6-6 Such termination shall be effective immediately or at such later date as is specified in the notice. The Contracting Authority shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Contracting Authority.
- A3-7 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed

SECTION B

B1 Supply of Services

- B1-1 The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.
- B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3 In providing the Services, the Supplier shall:
 - B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting

as an agent on behalf of the Contracting Authority;

- B1-3-2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
- B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- B1-3-6 use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
- B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
- B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
 - B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
 - B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.
- B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

- B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:
- B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
 - B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;
 - B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
 - B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.
- B2-2 Not Applicable
- B2-3 These Conditions shall extend to any substituted or remedial Services provided by the Supplier.
- B2-4 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

- B3-1 The Contracting Authority shall:
- B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and
 - B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

- B4-1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
- B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;
 - B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;
 - B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the

prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;

- B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and
- B4-2-5 the Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3
- B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.
- B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.
- B4-10 Payment to Other Parties**
The Supplier shall ensure, pursuant to obligations imposed on the Contracting Authority under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Supplier contains suitable provisions

to impose, as between the parties to the subcontractor, requirements that:

- B4-10-1 any payment due from the Supplier to the subcontract or under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- B4-10-2 any invoices for payment submitted by the subcontract or are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
; and
- B4-10-3 any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs B4-10-1, B4-10-2 and B4-10-3 of this Clause B4-10, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Contracting Authority is making payments to the Supplier without being presented with an invoice, the absence of an invoice does not waiver any obligation regarding payments made by the Supplier to its subcontractors or supply chain.

B5 Contracting Authority Property

- B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B6 Intellectual Property Rights

- B6-1 In respect of any Supplies that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
- B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services developed for this contract, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B6-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now

or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

- B6-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.

B7 Indemnity

- B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

- B7-2 This clause B7 shall survive termination or expiry of the Contract.

B8 Insurance

- B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional indemnity insurance for not less than £1.5 million per claim;

B8-1-2 public liability insurance for not less than £1.5 million per claim (unlimited claims); and

B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims); and

B8-1-4 Product liability insurance for not less than £1.5m for claims arising from any single event and not less than £1.8 million in aggregate for all claims arising in a year.

B8-1-5 The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

- B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

- B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- B8-4 The Supplier shall:
- B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and
- B8-4-2 Notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- B8-5 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B8-1.
- B8-6 If the Supplier fails or is unable to maintain insurance in accordance with clause B8-1, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

B9 Liability

- B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.
- B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.
- B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:
- B9-3-1 any indirect or consequential loss or damage;
- B9-3-2 any loss of business, rent, profit or anticipated savings;
- B9-3-3 any damage to goodwill or reputation;
- B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or
- B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.
- B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.
- B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £500,000.00
- B9-6 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
- B9-6-1 death or personal injury resulting from its negligence; or
- B9-6-2 its fraud (including fraudulent misrepresentation); or
- B9-6-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- B9-6-4 Nothing in this contract restricts Supplier liability in regard to breaches of

Intellectual Property or GDPR.

SECTION C

C1 Confidential Information

C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure;
or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract;
or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 Is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

C2 Transparency

C2-1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by UK SBS which led to its creation will be published by UK SBS on a designated web site.

C2-2 The entire Contract and all the sourcing documents issued by UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:

C2-2-1 contravene a binding confidentiality undertaking that protects information which the Contracting Authority at the time when it considers disclosure, reasonably considers to be confidential to Supplier;

C2-2-2 be contrary to regulation 21 of the Public Contracts Regulations 2015; or

C2-2-3 if the reasonable opinion of the Contracting Authority is prevented by virtue of one or more of the exemptions in the Freedom of Information Act (FOIA) or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in C2-2-1, C2-2-2, C2-2-3 apply the Supplier consents to the Contract or sourcing documents being redacted by the Contracting Authority to the extent necessary to

remove or obscure the relevant material and being published on the designated website subject to those redactions

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

C3 Force Majeure

- C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

- C4-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:
- C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
 - C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;
 - C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
 - C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:
- C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;
 - C4-2-2 direct, indirect and consequential losses; and
 - C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Supplies.

C5 Data Protection

- C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.
- C5-2 General Data Protection Regulations (GDPR)

1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

Annex 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Contracting Authorities Data Protection Officer are:

Contracting Authority Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Suppliers Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: TBC

(3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	Contact details of stakeholders to be consulted in completing the work set out in Work Package 2,3, and 4.
Duration of the processing	Processing will take place from the start date of the Contract, for the duration of the Contract. The Contract will end no later than Tuesday, 31 st January 2023.
Nature and purposes of the processing	The nature of the processing will include collection, storage and retrieval for use only for the purposes of communicating with stakeholders.
Type of Personal Data	Name, organisation, role, telephone number, email address of stakeholders. Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Categories of Data Subject	Stakeholders involved in the delivery of relevant project work packages.

	Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	The Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion. All Contracts should also include the following text in this box: Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.

2. GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance
Questionnaire May1

C6 Freedom of Information

- C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.
- C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

- C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

- C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.
- C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General

C7-1 Entire Agreement

C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

C7-3 Assignment and Subcontracting

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-3-3 **For above threshold procurements**, The Contracting Authority or UK SBS

acting as an agent on behalf of the Contracting Authority may (without cost to or liability of the Contracting Authority or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.

C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Contracting Authority: **The Department for Business, Energy & Industrial Strategy (BEIS)**; Address: **1 Victoria Street, London SW1H 0ET**; Email: **TBC** (and a copy of such notice or communication shall be sent to: **Professional Services, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL**; Email: **ProfessionalServices@uksbs.co.uk** and the Head of Procurement Service Delivery, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF);

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-

mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises [NAME TBC] of [ADDRESS TBC] (or such other person, being a firm of [solicitors] resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [NAME TBC] (or any such substitute) shall be deemed to be service on the Supplier.

C7-7 **Severance**

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 **No Partnership, Employment or Agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

C7-10 **Third Party Rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.

C7-11 **Variation.** Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.

C7-12 Governing Law and Jurisdiction.

C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

C7-13 Modern Slavery Act 2015

C7-13-1 The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

C7-13-2 shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;

C7-13-3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

C7-13-4 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.

C7-13-5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

C7-13-6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

C7-13-7 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 Contract;

C7-13-8 shall not use, or 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;

C7-13-9 shall not use, or allow its Subcontractors to use, child or slave labour;

C7-13-10 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Contracting Authority without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that is suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact 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

C7-13-11 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-12 The Supplier shall provide a slavery and trafficking report covering the following but not limited to areas as relevant and proportionate to the Contract

evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-12-a Impact assessments undertaken

C7-13-12-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-12-c Evidence of stakeholder engagement

C7-13-12-d Evidence of ongoing awareness training

C7-13-12-e Business-level grievance mechanisms in place to address modern slavery

C7-13-12-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-13 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all slavery and trafficking reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the Modern Slavery act.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern slavery Act.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

C7-14 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

C7-15 Taxation Obligations of the Supplier

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall always comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

C7-16 Cyber Essentials Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary.
The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

OFFICIAL-SENSITIVE (COMMERCIAL)

UK Shared Business Services Ltd (UK SBS)



Copy os Statement
of Assurance Questio

Schedule 1 Special Conditions

N/A

Schedule 2 Pro Forma Purchase Order Form

Purchase Order #0

(Contracting Authority Logo)

Order	
Order Date	
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier:

Tel:

Fax:

PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE.
INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID

For all purchase order queries, please contact
P2PAdmin@uksbs.co.uk
For all Invoicing queries, please contact finance@uksbs.co.uk

Ship to: Contracting authority ship to address

Invoice to: Contracting Authority Invoice Address

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1							

Total

Grand Total

Whenever a UK SBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the Terms and Conditions relating to that Contract, otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions please see <http://www.uksbs.co.uk/services/procure/Documents/SSCPOterms.pdf>

Commercial In Confidence



VAT Registration Number GB 618 367 325

(Contracting Authority) , Polaris House, North Star Avenue
Swindon, United Kingdom SN2 1EU

Schedule 3 The Service**D1 SCOPE OF SERVICES TO BE PROVIDED**

D1-1 To carry out PS22008 – Land Use Platform - A Holistic Assessment of Agriculture and Land Use Strategies to Achieve Net Zero, as outlined in Schedule 4 – Specification and Schedule 5 – Bid Response.

D2 COMMENCEMENT AND DURATION

D2-1 This Contract shall commence on Monday, 23rd May 2022 and subject to any provisions for earlier termination contained in the Standard Terms shall end no later than Tuesday, 31st January 2023.

D3 MANAGEMENT AND COMMUNICATIONS

D3-1 The Customer appoints: Name TBC, The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET; Email: TBC, (or such other person as is notified by the Customer to the Supplier in writing) to be the Customer's Contract Manager.

D3-2 The Supplier appoints: Supplier TBC, Supplier Address TBC; Email: TBC, (or such other person as is notified by the Supplier to the Customer in writing) to be the Supplier's Contract Manager.

D3-3 UK Shared Business Services appoints Alex Thomas, Category Specialist, Professional Services, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL; Email: ProfessionalServices@uksbs.co.uk.

D4 – Contract Price

D4-1 Total Contract price shall not exceed £TBC excluding VAT in accordance with the Contract price and breakdown submitted for this contract detailed below:

Supplier Price Schedule TBC

Schedule 4 Specification

Section 4 – Executive Summary

To meet the challenge of achieving Net Zero by 2050, and other commitments such as the Environment Act 2021 and the 25 Year Environment plan, we need to understand of the plausibility and implications of different land use futures. These futures must consider the impacts of climate mitigation options, land use change to allow for carbon offsetting, consumer demands and innovation in food production. The complexity of these issues demands a multiannual, multidisciplinary research project to consider these issues holistically. In order to frame the commissioning of such a programme, the authority requires a clear exposition of the current state of the art, bringing together intelligence from published reports on net zero strategies in agriculture and land use, recent insights in modelling, and the outcomes of previous government research including the Sustainable Intensification Platform, and Government's Net Zero Strategy. The current invitation to tender seeks to develop a scoping study based on published data and evidence, with expert elicitation to 'fill gaps' in knowledge. The work will identify key uncertainties and priority research questions to address in a wider programme of work.

The work will bring together understanding and current quantitative and qualitative evidence from the natural, social, and economic sciences to refine the best available evidence and modelling tools on different measures to mitigate climate change, produce food and promote biodiversity, and then propose a set of potential pathways that satisfy the normative policy scenario. The normative scenario will be a scenario where the end point is known but the pathway is unknown. In this instance the normative scenarios end point would be set by achieving Net Zero. The work will propose radical options that envelop existing scenarios suggested by the Climate Change Committee (CCC) and stakeholders such as the National Farmers Union (NFU) and the Food, Farming and Countryside Commission (FFCC). We will test the implications of such pathways making use of stakeholder networks and policy experience. The work will champion a co-creation model recognising the value of policy, evidence, and practice expertise. The results will provide insights that will inform our policies outside the EU and ensure our pathway to 2050 is consistent with wider departmental and cross governmental strategies.

It is proposed that this work is undertaken in two stages, the first of which now, and the second at a later stage as a separate competition. This tender opportunity concerns an initial (~£240k) scoping study lasting 6 months, which will seek to develop a first cut assessment of viable net zero futures based on existing knowledge, secondary analysis of existing data sets, expert elicitation, and modelling. The work will bring together natural science, social science, and economic disciplines to demonstrate the state of the art, highlight outstanding areas of uncertainty, and identify critical questions for further in-depth analysis. It will gather existing data into a singular evidence base, covering food production, land mitigation options, impacts of LUC on biodiversity, and biomass and forestry production.

The outputs of the scoping study will inform the development of a much larger, multi-annual cross Defra/BEIS research platform to further develop evidence in this space via targeted primary research, and the development of new data sets, tools and integrated models. This project will be separately tendered in lieu of the results of the present study.

Section 4 – Background

In the wake of COP26, the UK is rapidly developing its leadership on the pathway to net zero. This includes an increased focus on the land use sectors, recognising that joint solutions to the climate and biodiversity emergencies must be developed.

In our new global setting outside of the European Union (EU) there is significant opportunity to move away from the confines of the Common Agricultural Policy (CAP), which has historically prioritised production over environmental, and stifled innovation through the provision of single farm payments. There is also a broader opportunity to break from the EU's fragmented and potentially conflicting environmental policy landscape and the disjointed models under which advice, guidance, incentives, and regulation are delivered to farmers/landowners.

In this context, government has set itself challenging targets to achieve net zero by 2050 and a Nationally Determined Contribution (NDC) under the Paris agreement to achieve at least a 68% reduction in GHG emissions by 2030. Additionally, we recently have committed to achieving a 78% reduction in UK emissions by the end of the 6th carbon budget period (2033-2037). Further environmental commitments for substantial improvements in environmental outcomes have been set out in the Environment Act 2021 and the E25 Year Environment Plan:

- Clean air
- Clean and plentiful water
- Thriving plants and wildlife
- Reducing the risks and harm from environmental hazards
- Using resources from nature more sustainably and efficiently
- Enhancing beauty, heritage, and engagement with the natural environment
- Mitigating and adapting to climate change
- Minimising waste
- Manage exposure to chemicals
- Enhancing biodiversity

The Government has set out a policy framework in the Agricultural Transition Plan, and stated that by 2028, they want to see:

1. a renewed agricultural sector, producing healthy food for consumption at home and abroad, where farms can be profitable and economically sustainable without subsidy
2. farming and the countryside contributing significantly to environmental goals including addressing climate change

Securing the multiple objectives, we have set ourselves will not be simple. There will be several barriers to overcome and trade-offs to balance. For example, the transition to net

zero will require significant changes to the way we farm and manage land: Evidence suggests that improving agricultural practices and implementing best practices and the current generation of novel technologies in our existing systems will not take us far enough quickly enough.

Significant land use change is likely to be required to offset residual emissions from farming and other hard to decarbonise sectors. This includes restoration of peatland, afforestation, scale up of domestic biomass production, as well as the deployment of carbon capture and storage technologies. The CCC's assessment for the 6th Carbon Budget period indicates a conversion of 3.9 to 5.2Mha of agricultural land will be required to offset residual emissions by 2050 – more than twice the land area of Wales (fig 1), though it should be noted this is only one possible path to net-zero, and other paths, with a greater or lesser contribution from land-use are possible.

Ambitious targets have been set out in the Net Zero Strategy for the decarbonisation of the land use sector:

1. Total area of 380,000ha of peatland under restoration by 2050
2. Increase in bioenergy production to approximately 26,000 ha yr⁻¹ by 2035 and up to 53,000 ha of energy crops in 2050
3. Increase of afforestation rates to 30,000 ha a year by 2025, and at least maintaining this from thereon

Radical transformation of production systems could help alleviate land use pressures, for example, through the use of vertical or urban farming systems. The degree of change will depend on three closely interlinked factors (fig 2)

1. **What we produce**¹ from the land, consumer demands for food and non-food products
2. **How we produce it**, and the nature of farming systems and technologies implemented
3. **Where we produce it**, how patterns of land use are arranged in the landscape (e.g., sparing/sharing)

A 4th consideration which sits at the intersection of the above is **How can we steer land use decisions** to meet our broader goals? What would a future land use policy look like? There will be no single solution to the problem: Preferentially targeting any of these factors could result in widely divergent land use futures, not all of which may be publicly or politically acceptable. There is a need to explore and better understand the possible trade-offs between food, climate, and biodiversity, to develop pathways which are compatible with our policy goals, in order to fully understand the implications of land use decisions and ensure political and social buy in for proposed solutions.

¹ [1] In this context “produce” might include the utilisation of land to capture CO₂ from the atmosphere and/or the use of land to promote biodiversity. Both produce an outcome though not a physical product.

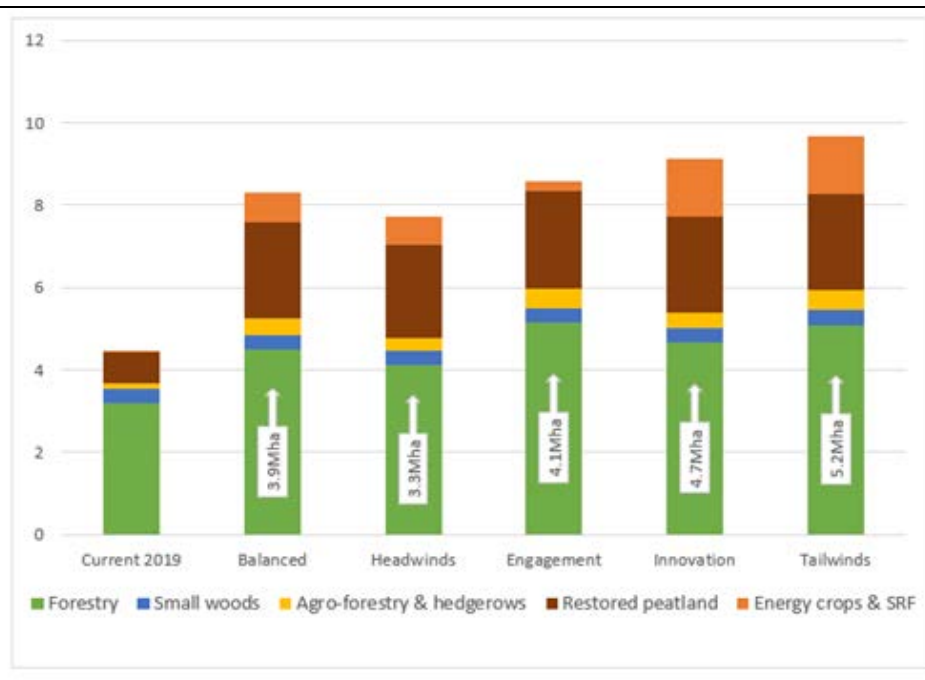


Figure 1: CCC assessment of land use changes required to meet net zero futures under a range of scenarios (data sourced from the CCC 6CD Assessment Report)

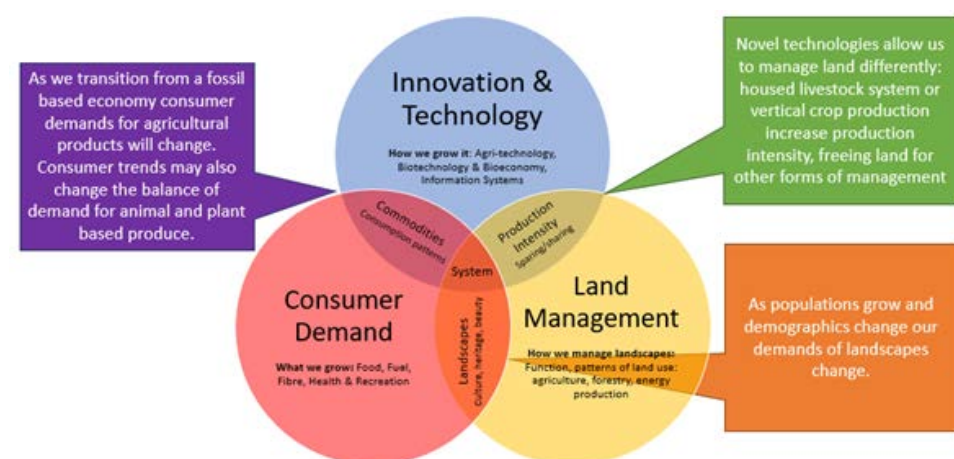


Figure 2: Venn diagram of the interrelated factors that influence emissions from agriculture and land use

These 3 factors could come together in various ways to meet the challenges Defra and BEIS are facing and there will be no single solution to the problem: Preferentially targeting any of these interventions could result in widely divergent land use futures, not all of which may be publicly or politically acceptable. There is a need to explore and better understand the possible pathways to meet our policy goals in order to fully understand the implications of policy decisions and ensure political and social buy in for proposed solutions. There is a significant need to understand how policy could affect such change at the systems level (i.e. policy sits at the heart of the Venn diagram).

Relevant Work

- UK Government. Net Zero Strategy October 2021
<https://www.gov.uk/government/publications/net-zero-strategy>

- Climate Change Committee (CCC)
<https://www.theccc.org.uk/publication/sixth-carbon-budget/>
- National Farmers Union (NFU) Net Zero Report Net Zero
<https://www.nfuonline.com/nfu-online/news/nfu-reports/achieving-net-zero-farmings-2040-goal/>
- Food, Farming and Countryside Commission (FFCC) Farming for Change Report
<https://ffcc.co.uk/library/farmingforchangereport>
- Centre for Ecology and Hydrology (CEH) ASSIST Scenario Exploration Tool ASSET
<https://assist.ceh.ac.uk/asset-assist-scenario-exploration-tool>
- Centre for Ecology and Hydrology (CEH) Spatially explicit Projections of Environmental Drivers (SPEED) tool
<https://uk-scape.ceh.ac.uk/our-science/projects/SPEED>
- The Food, Agriculture, Biodiversity, Land Use and Energy Consortium (FABLE) Calculator
<https://www.foodandlandusecoalition.org/fable/>
<https://www.abstract-landscapes.com/fable-calculator>
- Royal Society for the Protection of Birds (RSPB) Land Sparing vs Sharing Report
<https://www.rspb.org.uk/our-work/conservation/projects/comparing-land-sharing-and-land-sparing-for-conservation-in-the-uk/>
- Sustainable Food Trust Global Farming Metric The Global Farm Metric
<https://sustainablefoodtrust.org/key-issues/sustainability-metrics/>
- Defra Survey Data Farm Business Survey
Farm Business Survey - GOV.UK (www.gov.uk)
- Defra Survey Data – Structure of the Agricultural Industry
<https://www.gov.uk/government/statistical-data-sets/structure-of-the-agricultural-industry-in-england-and-the-uk-at-june>
- LANDIS Soils Data LandIS - Land Information System - National Soil Map
<http://www.landis.org.uk/data/natmap.cfm>
- Agricultural Land Classification Maps
<http://publications.naturalengland.org.uk/category/5954148537204736>
- UKRI Landscape Decisions NERC

<https://nerc.ukri.org/research/funded/programmes/landscape/>

- Royal Society for the Protection of Birds (RSPB) Land Use Scenarios Project – Ongoing (work currently ongoing)
- WWF Farm Level Interventions to Reduce Agricultural Greenhouse Gas Emissions Project Report: Farm-level Interventions to Reduce Agricultural Greenhouse Gas Emissions , and the Farmer Facing Guide: The Go-To Guide <https://vm-01-crm02.altido.com/clients/innovationforagriculture-d3eb0808ff1c2b63/uploads/documents/website-resource/the-go-to-guide-for-reducing-on-farm-ghg-emissions-resource-145.pdf>

Section 4 – Aims & Objectives

Aims

This study aims to identify current evidence in the land use and agricultural sectors, and evidence gaps in order to frame and develop a much larger programme of research. Furthermore, it will set out the available options to achieve net zero (or better) in agriculture and land use within the constraints of government's legal requirements, policy ambitions and aspirations. It aims to assess the implications of these potential solutions to identify which pathways are most acceptable to policy and public. The study should be undertaken and presented at UK scale.

Objectives

1. Bring together existing evidence to develop a single evidence base on biomass cultivation, covering short-rotation forestry, short-rotation coppice and miscanthus
2. Construct Normative Policy Scenario: Establish policy end goals as firmly as possible to offer and firmly establish timelines and decision points
3. Construct hypothetical future scenarios that satisfy constraints through combinations of innovation, land management and demand management
4. Assess Implications for Defra and BEIS sectors for each future:
 - o Map existing tools, models and knowledge to assess systems changes
 - o Qualitatively assess the implications of these futures via expert elicitation and stakeholder engagement
5. Quantitatively assess the options from the perspective of social, economic, and environmental sustainability using our best available tools
6. Assess the feasible potential of the future scenarios in terms of opportunities and barriers through stakeholder engagement.
7. Assess the confidence in the evidence base underpinning each future, outline any remaining major uncertainties and challenges for each of the 3 factors (changing practices, land management and demand management), our current capability to qualitatively and quantitatively assess these factors in terms of social, economic and environmental sustainability, and present suggestions for further work required to address on these uncertainties and challenge.

Key Questions to be Answered in this Programme:

- What are the plausible Net Zero pathways for agriculture and land use? Are any undesirable or challenging for BEIS, Defra & other departments to deliver?
- What is the current state of evidence available to inform strategies to deliver Net Zero
- What are the likely trade-offs and synergies between the Net Zero pathways and wider environmental outcomes? Can we quantify these?
- What are the trade-offs and synergies of the transition to Net Zero across sectors? Do actions in one sector impact emissions in another sector (agriculture, land-use, bioenergy feedstocks production, forestry, peatland, food waste & F-gases)?
- What are the likely public and private costs of these pathways?
- How do the likely costs of these pathways compare to those of the counterfactual pathway of business as usual?
- What are the social implications and opportunities of pathways to Net Zero and how are they distributed (rural/urban, income group etc) in comparison to the counterfactual of inaction/business as usual?
- What are the supply chain/consumer impacts on land use and how can these contribute to achieving net zero in agriculture and land use sectors?
- What are the bottom-up constraints to land use options necessary for transition to net zero (i.e. bioenergy, peatland restoration, afforestation)

Where current evidence is insufficient to answer any of the key questions above the uncertainties should be set out for future work to address.

Section 4 – Suggested Methodology

This project will comprise of 6 inter-related work packages:

Work Package 1: Biomass Evidence Base

This work package will bring together existing evidence to develop a single evidence base on domestic biomass cultivation, covering forest biomass products, short-rotation forestry, perennial energy crops (e.g., short rotation coppice and Miscanthus), domestic feed and food crops (e.g., maize), and novel feedstocks such as hemp. This will inform the development and understanding of impact of different land use scenarios. The work will bring together existing evidence across the themes below through a feedstock-specific lens, and act as a scoping study for any key evidence gaps. The work should cover the following themes:

a) Carbon savings (land use and net lifecycle)

- Quantification and comparison of soil carbon stocks under different feedstock types (as above), and stocks in different pools (above ground biomass, soil, litter, belowground biomass) including their change over time
- Soil carbon impacts of current biomass projects
- Impacts on non-carbon soil quality indicators
- Identifying the impacts of current management practices on soil carbon and

potential management options to reduce carbon losses on establishment and harvest (relating to above). This will cover examples such as treatment of residues/harvest residue practices, tillage practices, cover cropping, and addition of organic materials

b) Land use and ecosystem impacts

- On what land/in what conditions would the crop grow best and be most productive? What is the hierarchy/continuum of where it could be grown? Spatial analysis of where different crops could be grown
- How location of demand for biomass, might change the best location for the crops, based on the benefits of the colocation of supply and demand
- The impacts that different approaches to cultivation (and location) of each crop has on landscape character, biodiversity, water quality, water availability, air quality, yield

c) Feedstock breeding/genetic improvement

- Priority crop types for focus (energy and bioeconomy more broadly) – should this be miscanthus, or SRC willow/poplar research? Or new crops like hemp?
- Priority traits for breeding focus to ensure a supply of quality feedstock that meets industry requirements
- Breeding priorities to deliver public goods e.g., improving yields on marginal land
- Risks of pests/disease

The output of this work package will be a summary of existing evidence by feedstock across the areas above, synthesised for easy and accessible use by officials. This should include synthesis of different evidence as detailed, the spatial analysis requested, in an accessible / easy to navigate format. This work package would be for earlier completion due to an urgent need for evidence, with a draft product within two/three months.

Work Package 2: Development of Normative Policy Scenario²

This work package will construct a normative policy scenario by bringing together up to date evidence on current land-use, distribution of land types, and current land-use practices (including the production of bioenergy), as well as current policy ambitions and future policy aspirations, manifesto commitments and legal obligations. The normative policy scenario will bring together current evidence on:

- Spatial mapping of current land use across the UK
- Current agricultural production (i.e., food production)
- Current biomass production (for energy and other uses)

² The IPCC defines a Normative Scenario as follows: "Normative (or prescriptive) scenarios **describe a prespecified future, presenting "a picture of the world achievable (or avoidable) only through certain actions.** The scenario itself becomes an argument for taking those actions" (Ogilvy, 1992)."

- Current production of forestry products
- Current evidence land-based mitigation options (including bioenergy)
- Current state of the environment (e.g., biodiversity) in order to address the joint climate and nature emergencies. This may be best achieved using the Defra Outcome Indicator Framework for the 25 Year Environment Plan.
- Information on the policy goals as set out above (i.e., Net Zero, interim carbon budgets, Net Zero Strategy targets etc).

The output required from this work package is a single normative policy scenario that establishes current policy ambitions and future policy aspirations, manifesto commitments and legal obligations as firmly as possible. It should set out a timeline of the policies considered and key decision points up to 2050. Clear policy goals should be set out as firm requirements to be met within the scenario, and policy aspirations will be set out as a range to reflect a level of uncertainty. The normative policy scenario will only consider the outcomes of the policy commitments and aspirations, it will not explore how these are met. It provides a framework to which future scenarios, which will be developed as work package 3, will need to adhere to.

Work Package 3: Future Visioning

This work package will develop an initial set of future scenarios encompassing as wide a range as possible of plausible Net Zero pathways for agriculture and land use. Visioning of future scenarios will be ambitious and cover a broad range of opportunities which are not necessarily constrained by current practice. Scenarios will not only cover agricultural production, but also options land-based climate mitigation such as bioenergy feedstock production. Some futures may be traditional, some may be transformative, for example, not all food will necessarily be produced on farms (e.g., lab cultured meat, vertical and urban farming systems) and some may be more extreme (e.g., significant consumption changes). The development of these future scenarios will include:

- a) Future scenarios presented as a pairwise plot with three axes which represent innovation, land management and demand management. This will allow for high, medium and low stretch scenarios along each axis, resulting in a minimum of 9 scenarios in total.
- b) Consideration of the CCC, NFU and FFCC scenarios must be considered to allow for full assessment and understanding of these pathways using a common set of tools.
- c) Consideration of the shared socio-economic pathways development in the CEH SPEED project.
- d) Input from stakeholders, academics and technology experts.

The output of this work package will include a clear description of each scenario, detailing the assumptions on innovation, land management and demand management. This will be accompanied by a set of emissions trajectories to show how each scenario meets the normative policy scenario set out in work package 2. Each future scenario will be assessed further in Work Package 4.

Work Package 4: Impact Assessments

This work package will conduct an initial assessment of the impact of each future scenario on production, the economy, biodiversity and environment at a high level. The impact assessments will:

- a) Bring together existing tools including, but not limited to, the CEH ASSIST Scenario Exploration Tool, FABLE Calculator, RSPB land use work, UKRI Landscape Decisions, as well as expert knowledge to assess system changes.
- b) Qualitatively assess the implications of these futures via expert elicitation and stakeholder engagement
- c) Quantitatively assess the options from the perspective of the 3 pillars of sustainability: social, economic and environmental sustainability, using our best available tools
- d) Include appropriate metrics to measure the impact the future scenarios have on productions, biodiversity and environment to assess sustainability. These metrics should be tested and refined using a similar approach to the sustainable food trust Global Farming Metric.

The output of this work package will be an impact assessment for each of the future scenarios, bringing the quantitative and qualitative evidence together into a table and assigning a RAG rating against each future scenario. This will highlight trade-offs and/or synergies with production, the economy, biodiversity and environment. Further development of the evidence to deepen and improve our understanding of the scientific accuracy, social acceptance, and practical viability of the scenarios will be explored in Work Package 5.

Work Package 5: Stakeholder Workshop

This work package will comprise of a stakeholder workshop to develop an understanding of the feasible potential of the future scenarios by the exploring opportunities and constraints of their implementation, including social barriers specific to the UK from a stakeholder perspective.

Work Package 6: Establishing how evidence, tools and measures can be improved

As outputs, this work package should:

- a) Bring together key findings from previous work packages in a report, including:
 - A final review of the future scenarios, bringing together the impact assessment in work package 4 and the stakeholder feedback from work package 5 to give an assessment of confidence (high, medium, low) in the evidence base. This will help to highlight areas which require further research in order to develop the policy options and key decision points required to realise each future.
- b) Outline any remaining major uncertainties and challenges for each of the 3 factors (changing practices, land management and demand management) our current capability to qualitatively and quantitatively assess these factors in terms of social, economic and environmental sustainability, and their interactions.

- c) Present suggestions for further work required to address on these uncertainties and challenges and major need for additional work in this space. This may include issues such as missing data sets, unresolved questions and needs for new tools and models to address them.

In this WP we would expect to see explicit consideration of the following:

- The strength of our understanding of the current situation provided through the evidence gathered in WP2
- Evidence on trends future food production
- Evidence on potential future options for climate mitigation through land, both technical potential and costs
- Evidence surrounding land use decisions (where in future can we grow what/do what, including technical potentials and costs)
- Social implications and opportunities of land use changes needed to achieve the normative scenario (e.g. economics, social attitudes)
- Supply chain impacts on land use change

Challenges

Collecting evidence from a wide range of sources, including grey literature, may be a challenge. The Authority will provide spatial analysis of land-use at England Level that it has conducted internally and will provide information on data sources and evidence sources it currently uses in analysis of land, climate change and biodiversity.

Section 4 – Deliverables

Outputs Required

The Contractor will provide progress updates biweekly email, teleconference or video conference. Bidders should expect progress reviews at the point of each milestone delivery, where the Authority (BEIS and Defra acting as joint Authority) may provide steer and feedback.

The Contractor shall provide a presentation to Defra, BEIS and the Steering Group at the midpoint of the project, reporting on progress and discussing any issues and findings which have occurred.

The Contractor will provide two final project report to the Authority, one which will detail the findings of Work Package 1 (Biomass Evidence), and the other detailing the remaining Work Packages (Land use evidence and future scenarios). The reports will include a written report (no more than 20 pages in length excluding annexes using Defra EVID4 template) covering all findings, the level of uncertainty in the results, how the results may be used, and any evidence gaps, or further work identified (with an opening executive summary), and accompanying excel file or all data compiled during the project. All findings of this project and the final of the report will be required to be public in order to be shared with potential

suppliers of the subsequent research programme.

The Contractor shall provide a final one-page summary of the research and findings, to be used for easy and accessible public dissemination and knowledge sharing within and between government departments. This can be in the format of a one-page summary, poster, one PowerPoint slide, or one page leaflet (format to be agreed between the Authority and Contractor).

The Contractor shall provide a short final presentation to policy makers and stakeholders summarising the findings of the project (30-40 minutes plus questions).

Ownership and Publication

The Contractor shall attend an Initial meeting with Defra and BEIS to review work plans and clarify project objectives and timelines within the first two weeks of the project start date. This can take place in person or virtually. Contractor shall provide fortnightly updates to Authority Project Officer(s) to report on project progress via telephone, meeting and/or email which will be agreed by the Authority.

The Contractor shall appoint a nominated person of appropriate grade to be the Contractor's Authorised Representative to manage the project and to liaise with the Authority as required. At any meeting, the Contractor's Authorised Representative shall be authorised to make critical decisions.

The Contractor shall be supervised by an official from the Authority who will act as nominated officer for the project (the Authority's Project Officer(s)). The Authority will be responsible for agreeing dates and drafting the agenda for and producing a note of the review meeting.

The Contractor shall maintain their own management reports, including a risk and issues log and shall present these as requested by the Authority at any meeting requested by the Authority.

The Contractor will be required to seek approval in advance from the Authority Project Officer(s) of any press release, presentation or publication related to this project until the final report is published. The Contractor shall allow sufficient time for this. There will also be a delay between the project end date and publication of the final report while Defra quality assurance processes, possibly including independent review of the final report, are carried out.

After publication of the final report, the Contractor shall inform the Authority Project Officer(s) of any further use of data and/or findings from the project.

BEIS will own the deliverables and outputs of the contract.

Quality Assurance

The final report will undergo a Defra/BEIS quality assurance check and include review of the project and suggested revisions. This may include external peer review of outputs.

OFFICIAL-SENSITIVE (COMMERCIAL)

UK Shared Business Services Ltd (UK SBS)

Schedule 5 Supplier Proposal

TBC

For and on behalf of Supplier TBC **(The Supplier)**

Signed

Name

Position

Date

For and on behalf of The Department for
Business, Energy & Industrial Strategy (BEIS)
& Department for Environment Food & Rural
Affairs (DEFRA) **(The Contracting Authority)**

Signed

Name

Position

Date

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS