

Award Form, Crown Copyright 2023, con_8706 CFA2

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	Department for Energy Security and Net Zero acting as part of the Crown (the Buyer, DESNZ). Its offices are: 3-8 Whitehall Place, London, United Kingdom, SW1A 2EG
2. Supplier	Name: PricewaterhouseCoopers LLP Address: 1 Embankment Place, London, WC2N 6RH Registration number: OC 303525 SID4GOV ID: N/A
3. Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the Climate Finance Accelerator Phase 2 Global Delivery Partner - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-019726 (FTS Contract Notice).
4. Contract reference	con_8706
5. Buyer Cause	Any material breach of the obligations as set out in Schedule 2 (Specification) including the following: • Chair advisory steering committees as required; • Provide a timely review of the shortlist of projects selected for support in each Country within thirty (30) calendar days; and • Review and comment on Operational Period workplans and budgets before the start of the next Operational Period (as required). And the Buyer shall have no obligation to perform any obligations placed on it in Schedule 4 (Tender).
6. Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.

7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	1 September 2025
9.	Expiry Date	31 August 2030
10.	Extension Period	Further period up to 36 months from the Expiry Date or any portion thereof. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Schedule 3 (Charges) (as amended) (e) Core Terms (f) Schedule 36 (Intellectual Property Rights) (as amended) (g) Schedule 1 (Definitions) (h) Schedule 6 (Transparency Reports) (i) Schedule 20 (Processing Data) (as amended) (j) The following Schedules (in equal order of precedence): (i) Schedule 2 (Specification) (ii) Schedule 5 (Commercially Sensitive Information) (iii) Schedule 7 (Staff Transfer) (as amended) (iv) Schedule 8 (Implementation Plan and Testing (as amended)) (v) Schedule 10 (Service Levels) (as amended) (vi) Schedule 11 (Continuous Improvement) (vii) Schedule 12 (Benchmarking)

		(viii) Schedule 13 (Contract Management) (ix) Schedule 14 (Business Continuity and Disaster Recovery) (x) Schedule 15 (Minimum Standards of Reliability) (xi) Schedule 18 (Supply Chain Visibility) (as amended) (xii) Schedule 21 (Variation Form) (xiii) Schedule 22 (Insurance Requirements) (as amended) (xiv) Schedule 23 (Guarantee) – not used (xv) Schedule 24 (Financial Difficulties) (xvi) Schedule 25 (Rectification Plan) (xvii) Schedule 26 (Sustainability) (xviii) Schedule 27 (Key Subcontractors) (xix) Schedule 28 (ICT Services) (as amended) (xx) Schedule 29 (Key Supplier Staff) (xxi) Schedule 30 (Exit Management) (xxii) Schedule 37 (Corporate Resolution Planning) (xxiii) Schedule 38 (Buyer's Environmental Policy) (k) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.
13.	Special Terms	Special Term 1 – VAT Clause 4.2.1 shall be replaced with the following wording: 4.2.1 are inclusive of VAT, which is payable on provision of a valid VAT invoice;
		Special Term 2 - SAFEGUARDING The following shall be included as a new clause 4 in Part B of Schedule 26 (Sustainability): 4. Safeguarding 4.1 The Supplier warrants that it does not and shall not engage in (and shall procure that any Subcontractors do not and shall not engage in) sexual exploitation, abuse and harassment and that it has robust procedures in place to eliminate the risk of poor human rights practices within its organisation and supply chain and that govern the reporting and investigation of

		suspected misconduct whether those acts are actual, attempted or threatened. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. 4.2 The Supplier will take an approach to managing and mitigating safeguarding risks within the Contact that align with the Common Approach to Protection from Sexual Exploitation, Abuse and Harassment (CAPSEAH), a new blanket policy developed by a multi-national group of aid agencies including FCDO and UK International Development. The Supplier will, on request, produce relevant policies and keep accurate records of incidents and how these have been managed. Any incident relating to the work funded under this Contract will be reported to the Buyer promptly.
		Special Term 3 - BENCHMARKING Paragraph 3.3.3 of Schedule of Schedule 12 (Benchmarking) shall be replaced with the following wording: 3.3.3 The Parties agree that any changes identified in the Benchmarking Report shall be implemented, as deemed appropriate by the Buyer and following any discussion with the Supplier, at the direction of the Buyer in accordance with Clause 28 (Changing the contract).
		Special Term 4 - HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR? Clause 15.4 of the Core Terms shall be amended as follows: 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.
		Special Term 5 - REQUESTS FOR INFORMATION Clause 20.1 of the Core Terms shall be replaced with the following wording: 20.1 The Supplier must tell the Buyer within two Working Days if it receives a Request For Information.

	Special Term 6 - <i>WHAT YOU MUST KEEP CONFIDENTIAL</i> A new clause 19.25 shall be added to the Core Terms as follows: 19.25 The Supplier shall not input any of the Buyer's Confidential Information into an AI System whether in connection with delivering the Services or otherwise, without the Buyer's prior written consent. For the purposes of this Clause 19.25 "AI System" shall mean a machine-based system designed to operate with varying levels of autonomy, that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.										
	Special Term 7 - <i>DEFINITIONS</i> The following definitions shall be added to Schedule 1 (Definitions): <table border="1"> <tr> <td>"CRM Database"</td><td>means the client relationship management database as further described in the Specification;</td></tr> <tr> <td>"CRM Tool"</td><td>means the client relationship management tool, as further described in the Specification;</td></tr> <tr> <td>"Documentary Deliverables"</td><td>means the documentary deliverables to be produced by the Supplier to give effect to the Deliverables, and provided to the Buyer, as further described in the Specification and the Tender (as relevant);</td></tr> <tr> <td>"Website"</td><td>means the website to be designed and hosted by the Supplier as further described in the Specification;</td></tr> </table> The following definitions shall be amended in Schedule 1 (Definitions): <table border="1"> <tr> <td>"Charges"</td><td>the prices (inclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form,</td></tr> </table>	"CRM Database"	means the client relationship management database as further described in the Specification;	"CRM Tool"	means the client relationship management tool, as further described in the Specification;	"Documentary Deliverables"	means the documentary deliverables to be produced by the Supplier to give effect to the Deliverables, and provided to the Buyer, as further described in the Specification and the Tender (as relevant);	"Website"	means the website to be designed and hosted by the Supplier as further described in the Specification;	"Charges"	the prices (inclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form,
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			for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
		“Deliverables”	Goods, Services or Software that may be ordered and/or developed under this Contract including the Documentation;
		“New IPR Item”	means a deliverable, document, product or other item within which New IPR subsists, including all iterations, versions and releases;
		“Security Policy”	the Supplier's security policy submitted with its Tender Response in force as at the Effective Date, as updated from time to time and notified to the Buyer;
		“Software”	the Documentation, Source Code, Object Code, and Software Supporting Materials, of any software, including databases including Specially Written Software, COTS Software and software that is not COTS Software;
		“Software Supporting Materials”	in relation to Software, all Documentation and other supporting materials including without limitation all passwords and user accounts, build instructions, test instructions, test scripts, test data, defect descriptions, manuals, installation guides, operating instructions and other documents and tools necessary for maintaining and supporting the Software;
		“Specially Written Software”	any Software created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) for the purposes of this Contract, including all iterations, versions and releases, and any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
		“Third Party IPR”	Intellectual Property Rights owned by a third party which are or will be used by the Supplier for the purpose of providing the Deliverables;

		Special Term 8 - SUPPLIER INDEPENDENCE A new clause 9.8 shall be added to the Core Terms as follows: 9.8 In respect of any third parties in receipt of the Services (including, but not limited to, the provision of technical assistance), the Supplier may conduct independence checks to verify that the provision of the Services will not give rise to any conflicts of interest and such third party is not subject to any domestic/international sanctions. The Supplier may ask such third parties to enter into an agreement to acknowledge the Supplier's ongoing requirement to retain independence/monitor the position concerning sanctions. In the event the Supplier is unable to directly provide the Services as this would compromise the Supplier's independence, it shall not be required to provide those Services however it will use reasonable endeavours to find an alternative route (for example, providing the Services via its Subcontractors). In the event the Supplier is prevented from providing the Services to such third party as the third party is subject to the above-mentioned sanctions, the Supplier shall not be required to provide the Services and shall be under no obligation to identify an alternative route to provide the same.
		Special Term 9 - BRANDING New clauses 10.5 and 10.6 shall be added to the Core Terms as follows: 10.5 Save in the circumstances referred to in clause 10.6, the programme will be branded as the Climate Finance Accelerator (CFA), the Supplier's branding will not be used on any materials or with any third parties. The Supplier will use CFA email addresses rather than its own email addresses for correspondence with third parties wherever practically possible. 10.6 If and to the extent that the Supplier identifies that the use of Climate Finance Accelerator (CFA) branding in any country or jurisdiction would raise a credible risk of an IPR Claim: 10.6.1 The Supplier shall promptly notify the Buyer of the risk, providing such additional information as may be requested by the Buyer for the purposes of understanding and appraising the risk; 10.6.2 The Supplier shall use reasonable commercial endeavours to avoid or remove the risk. 10.6.3 If the risk cannot be avoided or removed then the Supplier shall not be required to use the Climate Finance Accelerator

		(CFA) branding in the relevant country or jurisdiction, unless the Buyer and the Supplier agree otherwise (which agreement may include the Buyer accepting risks in relation to any subsequent IPR Claim); 10.6.4 If and to the extent that the Supplier is not required to use the Climate Finance Accelerator (CFA) branding it shall agree with the Buyer alternative branding to be used in the relevant country or jurisdiction and shall follow the Buyer's reasonable instructions in that regard.
		Special Term 10 – <i>INTELLECTUAL PROPERTY RIGHTS</i> The Supplier may by written notice request a licence or transfer from the Buyer of IPRs in any New IPR or Specially Written Software, such written notice to specify the relevant IPRs and the terms of the licence or transfer which are proposed by the Supplier. The Supplier will provide any further documents or information requested by the Buyer for the purposes of considering the request. The Buyer will consider any reasonable request made by the Supplier and endeavour to provide a response to the Supplier within a reasonable time. The Buyer shall have absolute discretion to respond to any request made by the Supplier as it sees fit including (without limitation) to (i) agree the request, with or without conditions (ii) propose alternative terms on which the request could be accepted (iii) refuse the request, with or without reasons.
14.	Buyer's Environmental Policy	Appended at Schedule 38 as may be updated from time to time.
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16.	Buyer's Security Requirements and Security and ICT Policy	Not used.
17.	Charges	Indexation is applicable as detailed in Schedule 3 (Charges) Details in Schedule 3 (Charges)
18.	Estimated Year 1 Charges	Details in Schedule 3 (Charges)

19.	Reimbursable expenses	As set out in Schedule 3 (Charges)
20.	Payment method	Details in Schedule 3 (Charges)
21.	Service Levels	Service Credits will accrue in accordance with Schedule 10 (Service Levels) The Service Credit Cap is the Supplier's total liability in each Contract Year in respect of the payment of Service Credits and shall be equal to the Adjusted Total Sum (as defined in Part B of Schedule 10 (Service Levels) (as amended) each Contract Year. The Service Period shall be as set out in Attachment 1 to the Annex to Part A of Schedule 10 (Service Levels) as amended. A Critical Service Level Failure shall be as defined in Schedule 10 (Service Levels) as amended.
22.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £15 million.
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer at least every 3 months. The Supplier shall provide the Buyer with Progress Reports every 3 months.
25.	Guarantor	Not applicable
26.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) - the period in which the Supplier must create and maintain the Virtual Library is as stipulated in Schedule 30 (Exit Management); and - the Supplier shall update the Virtual Library every 6 months minimum.

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27.	Supplier's Contract Manager	
28.	Supplier Authorised Representative	
29.	Supplier Compliance Officer	
30.	Supplier Data Protection Officer	- Data Privacy TeamData Protection Officer uk_privacy@pwc.com
31.	Supplier Marketing Contact	
32.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): Ricardo AEA Limited Registration number (if registered): 08229264

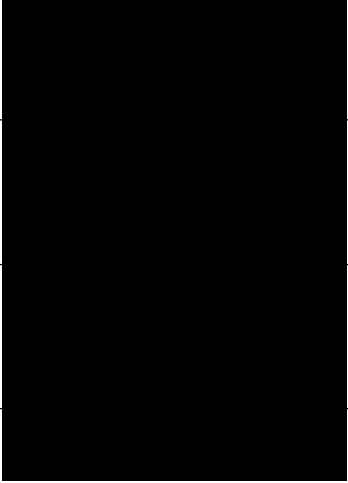
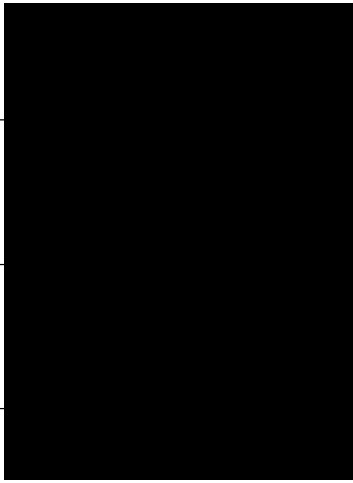
	Role of Subcontractor: Core team partner, overseeing programme delivery Key Subcontractor 2 Name (Registered name if registered): Oxford Policy Management Limited Registration number (if registered): 03122495 Role of Subcontractor: Core team partner, overseeing programme delivery Key Subcontractor 3 Name (Registered name if registered): DAI Global UK Limited Registration number (if registered): 1858644 Role of Subcontractor: Core team partner, overseeing programme delivery and Country Delivery (Pakistan) Key Subcontractor 4 Name: SLK Group Capital Registration number: 12254543 Role of Subcontractor: Investment Lead and oversight of finance expert pool. Key Subcontractor 5 Name: [REDACTED] Registration Number: N/A Role of Subcontractor: Communications Lead Key Subcontractor 6 Name: [REDACTED] Registration Number: N/A Role of Subcontractor: GEDSI Lead Key Subcontractor 7 Name: [REDACTED] Registration Number: N/A Role of Subcontractor: GEDSI Co-lead
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	Key Subcontractor 8 Name: [REDACTED] Registration number: 11278451 Role of Subcontractor: Knowledge and Cross-cutting Lead, and Special Projects Lead Key Subcontractor 9 Name: Mineral Springs, Inc. Registration Number: 42-1653671 Role of Subcontractor: Embedding and Partnerships Lead Key Subcontractor 10 Name: [REDACTED] Registration Number: N/A Role of Subcontractor: Climate and Environment Lead Key Subcontractor 11 Name: PricewaterhouseCoopers Incorporated Registration Number: 1998/012055/21 Role of Subcontractor: Operations Lead Key Subcontractor 12 Name: Natural Heritage Capital Ltd Registration Number: 12363870 Role of Subcontractor: Strategic Advisor Key Subcontractor 13 Name: WOMEN ORGANIZING FOR CHANGE IN AGRICULTURE AND NATURAL RESOURCE MANAGEMENT (WOCAN) Registration Number: 265716 D2 Role of Subcontractor: Strategic Advisor Key Subcontractor 14 Name: Rocky Mountain Institute
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	Registration Number: 19871473217 Role of Subcontractor: Strategic Advisor Key Subcontractor 15 Name: Renewable Energy and Energy Efficiency Partnership (REEEP) Registration Number: 928296155 Role of Subcontractor: Strategic Advisor Key Subcontractor 16 Name (Registered name if registered): PRICEWATERHOUSECOOPERS ASESORES GERENCIALES S.A.S Registration number (if registered): 860.046.645-9 Role of Subcontractor: Country delivery (Colombia) Key Subcontractor 17 Name (Registered name if registered): GRUPO E3 S.A.S Registration number (if registered): 900.332.869-2 Role of Subcontractor: Country delivery (Colombia) Key Subcontractor 18 Name (Registered name if registered): PRICEWATERHOUSECOOPERS PRIVATE LIMITED Registration number (if registered): U74140WB1983PTC036093 Role of Subcontractor: Country delivery (India) Key Subcontractor 19 Name (Registered name if registered): PT PRICEWATERHOUSECOOPERS CONSULTING INDONESIA Registration number (if registered): 8120014051583 Role of Subcontractor: Country delivery (Indonesia) Key Subcontractor 20
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	Name (Registered name if registered): OPEN CAPITAL ADVISORS LIMITED Registration number (if registered): CPR/2010/28036. Role of Subcontractor: Country delivery (Kenya) Key Subcontractor 21 Name (Registered name if registered): PricewaterhouseCoopers Advisory Services Sdn Bhd Registration number (if registered): 573259-K Role of Subcontractor: Country delivery (Malaysia) Key Subcontractor 22 Name (Registered name if registered): NTT DATA MEXICO SRL de CV Registration number (if registered): EME010305MW7 Role of Subcontractor: Country delivery (Mexico) Key Subcontractor 23 Name (Registered name if registered): GreenCape Sector Development Agency NPC Registration number (if registered): 2012/039750/08 Role of Subcontractor: Country delivery (South Africa) Key Subcontractor 24 Name (Registered name if registered): National Business Initiative for Growth and Democracy - NPC Registration number (if registered): 1995/003141/08 Role of Subcontractor: Country delivery (South Africa) Key Subcontractor 25 Name (Registered name if registered): PricewaterhouseCoopers FAS Ltd Registration number (if registered): 0105541040310 Role of Subcontractor: Country delivery (Thailand) Key Subcontractor 26
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		Name (Registered name if registered): PwC Tax and Advisory (Vietnam) Company Limited Registration number (if registered): 0318017904 Role of Subcontractor: Country delivery (Vietnam) Key Subcontractor 27 Name: Flat 6 Labs for Incubators Registration Number: 10530 07000 55661 Role of Subcontractor: Special project country delivery (Egypt) Key Subcontractor 28 Name: Libelula Comunicación Ambiente y Desarrollo SAC Registration Number: RUC 20516020211 Role of Subcontractor: Special project country delivery (Peru) Key Subcontractor 29 Name: PwC Yönetim Danışmanlığı Anonim Şirketi Registration Number: 0733044064400016 Role of Subcontractor: Special project country delivery (Türkiye)
	Buyer Authorised Representative	
	Buyer's Contract Manager	

For and on behalf of the Supplier:		For and on behalf of the Buyer acting as part of the Crown:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

Core Terms – Mid-tier

Contents

1.	Definitions used in the contract	3
2.	How the contract works	3
3.	What needs to be delivered	4
4.	Pricing and payments	6
5.	The buyer's obligations to the supplier	7
6.	Record keeping and reporting	7
7.	Supplier staff	9
8.	Supply chain	9
9.	Rights and protection	10
10.	Intellectual Property Rights (IPRs)	11
11.	Rectifying issues	12
12.	Escalating issues	12
13.	Step-in rights	13
14.	Ending the contract	14
15.	How much you can be held responsible for	17
16.	Obeying the law	18
17.	Insurance	18
18.	Data protection and security	18
19.	What you must keep confidential	19
20.	When you can share information	21
21.	Invalid parts of the contract	21
22.	No other terms apply	21
23.	Other people's rights in this Contract	21
24.	Circumstances beyond your control	22
25.	Relationships created by the contract	22
26.	Giving up contract rights	22
27.	Transferring responsibilities	22
28.	Changing the contract	23
29.	How to communicate about the contract	24
30.	Dealing with claims	24
31.	Preventing fraud, bribery and corruption	25
32.	Equality, diversity and human rights	26
33.	Health and safety	27
34.	Environment	27
35.	Tax	27
36.	Conflict of interest	28

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

37.	Reporting a breach of the contract	28
38.	Further Assurances	29
39.	Resolving disputes	29
40.	Which law applies	29

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets, and it has it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.

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- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

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3.2 **Goods clauses**

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

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- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,

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- 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer

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may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or

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- (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
- (c) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

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- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
 - 9.1.2 this Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.

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- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

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or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.

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- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4 When the Buyer can end this Contract

- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:
 - (a) there's a Supplier Insolvency Event;
 - (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
 - (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
 - (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
 - (e) there's any Material Default of this Contract;
 - (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
 - (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);

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- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

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- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
- (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

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

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

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14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

- 15.2.1 any indirect Losses; and/or
- 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

- 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
- 15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.

15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.

15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

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

15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

- 15.8.1 Deductions; and
- 15.8.2 any items specified in Clause 15.4.

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

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
- 16.2.1 the Official Secrets Acts 1911 to 1989; and
- 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

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- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
- 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and
 - 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

- 19.1 Each Party must:
 - 19.1.1 keep all Confidential Information it receives confidential and secure;
 - 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and
 - 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

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- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4 if the information was in the public domain at the time of the disclosure;
- 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
- 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
- 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
 - 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

or arrangement including terms as strict as those required in Clause 19.

19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.

19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.

20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

20.2.1 publish the Transparency Information; and

20.2.2 comply with any Request for Information.

20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

The provisions incorporated into this Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Contract

23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
 - 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10)

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).

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- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

31.3.1 been investigated or prosecuted for an alleged Prohibited Act;

31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and

31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and

31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

31.6.3 action it has decided to take.

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and

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Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

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

36. Conflict of interest

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

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. Reporting a breach of the contract

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

37.1.1 breach of Law;

37.1.2 Default of Clause 16.1; and

37.1.3 Default of Clauses 31 to 36.

Core Terms – Mid-Tier, Crown Copyright 2023, con_8706 CFA2

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;
 - 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);
 - 1.3.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.6 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;
 - 1.3.7 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and
- 1.3.11 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.
- 1.4 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:
- | | |
|--------------------------------------|--|
| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly; |
| "Additional FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Allowable Assumptions" | means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges); |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly; |
| "Associates" | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and |

exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;

"Audit"

the Buyer's right to:

- (a) verify the integrity and content of any Financial Report;
- (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);
- (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
- (d) verify the Open Book Data;
- (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
- (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or

	certify the Buyer's annual and interim reports and accounts;
	(k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	(a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

	Contract (whether prior to the Effective Date or otherwise) but excluding Buyer Software;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and information derived from any of the above;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (b) the Effective Date,

	until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms" ;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer;

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

- (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar costs;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
- (g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Software" or "Commercial off the shelf Software"

non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;

"Critical Service Level Failure"

has the meaning given to it in the Award Form;

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;

"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b)

	where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be

supplied by the Supplier to the Buyer under this Contract as:

- (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
- (b) is required by the Supplier in order to provide the Deliverables; and/or
- (c) has been or shall be generated for the purpose of providing the Deliverables;

"DOTAS"

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;

"DPA 2018"

The Data Protection Act 2018;

"Due Diligence Information"

any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;

"Effective Date"

the date on which the final Party has signed this Contract;

"EIR"

the Environmental Information Regulations 2004;

"Employment Regulations"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;

"End Date"

the earlier of:

- (a) the Expiry Date as extended by the Buyer under Clause 14.2; or
- (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;

"End User"

means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);

"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of this Contract as stated in the Award Form;

"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	The occurrence of one or more the following events: (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but

plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

(i) any of the following:

- (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
- (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- (iii) non-payment by any FDE Group entity of any financial indebtedness;
- (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
- (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
- (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or

(j) any of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold;

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and

Supplier Profit Margin forecast by the Supplier;

- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

"Financial Transparency Objectives"

means:

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas for efficiency and improvements; and
- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information

	Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Good Industry Practice"	At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; and/or (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;

"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of this Contract specified in the Award Form;
"Insolvency Event"	with respect to any person, means: (a) that person 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: (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

- a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) 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 filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any

jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;
"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);

"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, and the Supplier shall list all such Key Subcontractors in the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or

	(b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	means: (a) the Supplier commits a Material Default; and/or (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;
"Object Code"	software and/or data in machine-readable complied object code form;
"Occasion of Tax Non – Compliance"	where: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

"Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (iv) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - (v) Reimbursable Expenses, if allowed under the Award Form;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the

	amount of money attributed to each risk and/or contingency; and
	(h) the actual Costs profile for each Service Period;
"Open Licence"	means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , and includes the Open Source publication of Software;
"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Open Licence Publication Material"	means items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or (c) committing any offence:

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	(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
	(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 16 (Security);
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from

	recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the

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	Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form (if used), in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract (which, where Schedule 10 (Service Levels) is used in this

	Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used;
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;

"Software Supporting Materials"	has the meaning given to it in Schedule 36 (Intellectual Property Rights);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 (Specification);
"Standards"	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (Specification);

	(c) standards agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	means: (a) the Supplier's level of performance constituting a Critical Service Level Failure; (b) the Supplier committing a Material Default which is irremediable; (c) where a right of termination is expressly reserved in this Contract; (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary; (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;

"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);

"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier New and Existing IPR Licence"	means a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights).
"Supplier Non-Performance"	where the Supplier has failed to: (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

	to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract;
	(c) information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (Exit Management);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);

Schedule 1 (Definitions), Crown Copyright 2023, con_8706 CFA2

"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)



Contents

Part A: Programme Background..... 3

 The international context 3

 The Climate Finance Accelerator (CFA) – background and delivery to date..... 4

 Climate Finance Accelerator – Phase Two (CFA 2) objectives 6

 CFA 2 delivery approach..... 8

 Strengthening links with other climate finance programmes..... 10

 Communications..... 11

 Gender Equality, Disability and Social Inclusion (“GEDSI”) 11

 Fit with His Majesty’s Government’s (HMG) Strategic Priorities 12

 Fit within HMG portfolio 12

Part B: Scope of Work..... 13

 Requirements of the Supplier 13

 Programme level outputs..... 13

 Workstream A: Global management and oversight 14

 Element 1 – Establishment of global operations 14

 Element 2 – Confirmation of country delivery approach 15

 Element 3 – Stakeholder management..... 15

 Element 4 – Attracting international investment, including from the UK..... 17

 Element 5 – Knowledge products and sharing..... 18

 Element 6 – Monitoring and Evaluation 19

 Element 7 – Reporting and governance..... 20

 Element 8 – Programme management 24

 Workstream B: Country delivery and project support 25

 Element 9 – Landscape review and establishment of country operations 25

 Element 10 – Project selection 27

 Element 11 – Provision of project specific support 29

Schedule 2 (Specification), con_8706 CFA2

Element 12 – Sustainable embedding of the CFA markers within local financial ecosystems	30
Part C: Governance	32
Roles and responsibilities	32
Part D: Milestones and reporting	34
Delivery milestones	34
Part E: Social Value	36
Part F: Resourcing and Staffing	39
Supplier resourcing	39
Country-level delivery and resourcing	41
Resourcing flexibility	41
Part G: Delivery requirements	43
Value for money	43
VAT and Taxes	43
Compliance with local laws and regulations	43
Due diligence	44
Subcontracting	44
Subsidy Control	45
Safeguarding	45
Whistleblowing	45
Conflicts of interest	46
Risk tolerances	46
Annual Reporting	46
Quality assurance	47
Appendix A: Draft CFA 2 Theory of Change	49
Appendix B: Embedding policy and status in CFA 1 countries	50
Appendix C: Terms and Acronyms	54

Part A: Programme Background

The international context

1. Limiting warming to 1.5-2°C above pre-industrial levels will require a three-to-six-fold increase on current levels of climate change mitigation investment to 2030, with investment to Emerging Markets and Developing Economies (“EMDEs”) a critical enabler to closing this investment gap (Intergovernmental Panel on Climate Change, 2023). Separate analysis shows that to achieve climate and nature goals, EMDEs (excluding China) will require over US\$1 trillion per year in external investment by 2030 (High-Level Expert Working Group on Climate Finance, 2022).
2. Fundamentally, there is no shortage of capital globally – the UK financial system holds >£20 trillion in assets (Climate Change Committee, 2020). Yet, there remain barriers in connecting private sector finance with low-carbon climate resilient projects. Key barriers in EMDEs include:
 - i) Policy, regulatory, or legislative environment inhibiting low-carbon project development.
 - ii) Poor awareness of low-carbon investment opportunities among both international and domestic investment communities.
 - iii) Lack of pipelines of bankable low-carbon climate resilient projects.
 - iv) Specifically affecting international investors; currency and political risk which reduce the risk-adjusted returns for investments made in EMDEs.
3. These issues have led to a critical lack of financial and technical support available to projects, particularly those in the early stages of the climate finance investment chain. This can be particularly acute for small and medium sized enterprises (“SMEs”) and entrepreneurs who often fall within the ‘missing middle’ of investment flows.
4. To address this market failure, the UK will continue funding for the Climate Finance Accelerator (“CFA”) for an extension phase (“CFA 2”). CFA is a technical assistance programme that supports businesses and project developers in EMDEs, with an aim to develop pipelines of bankable, low-carbon climate resilient projects. This supports those countries with achieving their Nationally Determined Contributions (“NDCs”) and builds investor confidence to invest in these innovative and entrepreneurial climate projects.
5. CFA 2 is positioned as part of the UK Government’s International Climate Finance (“ICF”) portfolio and sits at the nexus between ‘upstream’ government-to-government partnership to enable the investment environment, and ‘downstream’ market-led finance mobilisation into derisked markets:
 - i) Upstream: supporting partner governments to enable the investment environment through addressing policy, legal and regulatory barriers to investment.
 - ii) Mid-stream: providing targeted and tailored support to low-carbon projects to enhance their business propositions and to attract finance. The CFA operates in this mid-stream space.

Schedule 2 (Specification), con_8706 CFA2

- iii) Downstream: through blended finance vehicles that use public finance strategically to de-risk private sector investment at scale.
- 6. While there are numerous providers of mid-stream support for large infrastructure investments (e.g., Green Climate Fund's Project Preparation Facility, EBRD's Infrastructure Project Preparation Facility, the Private Infrastructure Development Group), finance is typically less accessible to low-carbon projects seeking smaller investments, i.e., in the US\$1m - US\$50m range (Cities Climate Finance Leadership Alliance, 2023).
- 7. Focusing CFA 2 to support a large volume of low-carbon projects seeking US\$5m - US\$50m investment in sectors where there has been explicit and identifiable upstream action to remove barriers to investment, CFA 2 will be addressing a clear underserved, but critical market segment. In doing so, it will provide a deep evidence base of successful investments that demonstrates the commerciality of this market segment to private investors, reducing the perception of risk. Lessons learnt in delivery can then be fed back into upstream activities, boosting public sector awareness of investment barriers.

The Climate Finance Accelerator (CFA) – background and delivery to date

- 8. The CFA is a technical assistance programme that supports low-carbon climate resilient projects in EMDEs, with an aim to develop pipelines of bankable projects that private investors then fund. This builds on wider upstream activity, supports countries to achieve their Nationally Determined Contributions (NDCs) and builds investor confidence to invest in these innovative and entrepreneurial climate projects.
- 9. The CFA's objectives are to:
 - i) Improve the bankability of individual low-carbon climate projects through the provision of tailored capability building support at the project level.
 - ii) Seize the opportunity of regulatory and other 'upstream' reforms that improve the environment for sustainable investment by developing pipelines of low-carbon climate resilient projects that meet known investor interest.
 - iii) **Demonstrate the value of the CFA methodology such that it is adopted and delivered by organisations** without ongoing DESNZ programme funding.
- 10. To meet these objectives, the CFA brings together the following public and private stakeholders:
 - i) **Projects seeking finance: project developers, business promoters, and fund managers seeking to attract climate investment to their low-carbon propositions. Typically, these are private sector parties, but CFA 2 also supports public-led projects where there is evidence of investor interest.**
 - ii) **Climate finance practitioners: both national and international investors with appetite to finance low-carbon projects.**
 - iii) **In addition to facilitating connections with relevant projects, CFA 2 seeks to increase investor awareness and visibility of the scale of opportunity in the CFA market segment, build capacity within investors to source their own pipelines, and to embed delivery of the markers of the CFA within the climate finance ecosystem over the longer-term.**

Schedule 2 (Specification), con_8706 CFA2

- iv) **Government policymakers: involving policymakers enhances their understanding of where action to remove barriers to investment has been successful and creates a feedback loop that guides upstream action to enhance the enabling environment for investment.**

11. The CFA was piloted in 2017 in Colombia, Mexico, and Nigeria through a £100,000 Technical Assistance grant for a pilot workshop in London. This led to further work and, in November 2020, the first phase of CFA, enabled by a £10m business case, began delivery via a contracted Supplier. A further £2.8m has since been approved, enabling the CFA to launch in Viet Nam to align with the Just Energy Transition Partnership (November 2022), and to provide additional delivery capacity in four countries.
12. In 2023, the Foreign, Commonwealth and Development Office (FCDO) provided additional funding to enable the CFA to deliver in Uganda. This use of a DESNZ funded and delivered programme as a 'platform' for delivering another department's objectives is relatively novel but sets a desirable precedent.
13. The CFA has to date performed well with Annual Reviews finding expectations either being met or exceeded¹.
14. The CFA's core offer is the capacity building for project proponents at country-level. To date these have been delivered as clearly demarcated cycles. Each cycle to date has conducted the activities outlined in Table 1.

Table 1: CFA 1 in-country activities

Scoping	Confirm stakeholders, verify demand, develop engagement strategies and selection criteria
Inclusive project identification and selection	CFA 1 has, apart from a few instances, used open calls for proposals to identify projects. The conversion rate for CFA 1 is around 12%, meaning around 88% of applications are not taken forward for support. This is judged, by DESNZ, as being a high attrition rate, and an area for improved efficiency in the delivery of CFA 2.
Tailored capability building	Selected projects undertake capacity building through a mix of 1:1 sessions with CFA experts, webinars, and engagement with CFA materials. Capability building provided includes modules on financial, gender equality and social inclusion ("GESI"), climate and environment, and technical matters relevant to raising investment.
Direct interaction with investors	Supported project links with investors and public officials highlighting investment opportunities and learnings about the investment environment via in-person events.

15. In addition to the in-country cycles, the CFA has provided delivery capacity in the following areas:

- i) **Global event: Projects suitable for international financiers participated in workshops in London, helping connect with international investors and increase City of London awareness of viable low-carbon pipelines.**

¹ Annual Reviews are accessible at <https://devtracker.fcdo.gov.uk/projects/GB-GOV-13-ICF-0036-CFA/documents>

Schedule 2 (Specification), con_8706 CFA2

- ii) **Embedding: CFA built connections with in-country partners who have expressed interest in delivering the markers of the CFA methodology into their respective institutions.**
- iii) **Knowledge products: Produced and disseminated targeted products to inform the wider ecosystem.**

16. CFA 1, which is currently planned to conclude delivery of contracted requirements by November 2024, will have completed 25 cycles in ten countries: Colombia, Mexico, Peru, Egypt, Nigeria, Pakistan, South Africa, Türkiye, Viet Nam, and Uganda. Table 2 outlines when contracted delivery in each country is expected to end. Embedding policy and status in each Tier One country can be found in Appendix B of this document.

Table 2: CFA 1 country timelines in 2024

Country	End of CFA 1 project support	Notes
Colombia	April 2024	Expected ongoing engagement with CFA 1 established stakeholders (investors and prospective embedding partners) until end of CFA 1
Mexico	February 2024	Expected ongoing engagement with CFA 1 established stakeholders (investors and prospective embedding partners) until end of CFA 1
Peru	May 2024	Expected ongoing engagement with CFA 1 established stakeholders (investors and prospective embedding partners) until end of CFA 1
Egypt	July 2024	Authority led light touch engagement planned between end of project support and CFA 1 contract end.
Nigeria	October 2023	Since October 2023, the CFA methodology in Nigeria has been adopted by the Climate Finance Investment Accelerator and is being delivered independently of the UK Government.
South Africa	July 2024	Expected ongoing engagement with CFA 1 established stakeholders (investors and prospective embedding partners) until end of CFA 1
Uganda	March 2024	Future activity expected until end of CFA 1
Pakistan	October 2024	Authority led light touch engagement planned between end of project support and end of CFA 1
Türkiye	September 2024	Authority led light touch engagement planned between end of project support and end of CFA 1
Viet Nam	May 2024	Expected ongoing engagement with CFA 1 established stakeholders (investors and prospective embedding partners) until end of CFA 1

17. To date, 1,515 projects seeking US\$64.7bn have applied to the CFA. 218 projects seeking over US\$3bn have been selected for support and 32 have already disclosed US\$347m in deals closed. Over 4,000 individuals have attended CFA events, and the CFA has worked with other 200 financial institutions and over 350 policymakers.

Climate Finance Accelerator – Phase Two (CFA 2) objectives

18. In December 2023, the UK Government announced £40m of new funding to extend the CFA programme until December 2029. This new funding will scale the programme from

Schedule 2 (Specification), con_8706 CFA2

Phase One while evolving the delivery approach where key lessons have been identified.

19. CFA 2 aims to increase the flow of predominantly private sector climate finance to support low-carbon climate resilient projects with sustainable development benefits and, in doing so, support the implementation of supported countries' climate mitigation efforts. To meet this objective, CFA 2 will develop a high-volume pipeline of bankable projects in EMDEs that dovetail with upstream progress to enable the investment environment. Working closely with investors, CFA 2 will increase investor interest and appetite to engage with low-carbon projects in supported countries.
20. The draft Theory of Change in Appendix A lays out what the programme intends to achieve at the output, outcome, and impact level.
21. At the programme-level, the key objectives for CFA 2 are summarised as:
 - i) **Address a market failure in financing low-carbon projects in EMDEs by developing a high-volume pipeline of bankable projects that support countries' NDC commitments.**
 - ii) **Work with project proponents, local suppliers, and key advisors to ensure GEDSI is fully integrated into climate solutions.**
 - iii) **Bring together financiers, policymakers, and project proponents to identify and overcome investment barriers, helping to scale climate finance flows into EMDEs.**
 - iv) **Add additional value to the UK Government climate finance offer by consciously coordinating with wider UK activities (e.g., UK PACT) to create synergies at the ICF portfolio level.**
 - v) **Deliver long-term sustainability by increasing local capability and capacity through working with local partners and embedding the markers of the CFA methodology into local institutions.**
 - vi) **Realise the benefits of bilateral programming to be adaptative and responsive to strategic opportunities and programme risks throughout the programme's life.**
22. At the country-level, delivery of CFA 2 will include the following 'markers':
 - i) Using deep understanding of the investment landscape to inform delivery approach.
 - ii) Delivering a robust project selection process to develop pipelines of bankable projects.
 - iii) Providing high quality and relevant technical assistance to projects, bringing in relevant expertise as needed.
 - iv) Facilitating direct engagement with investors to enable private investment into low-carbon climate resilient projects.
 - v) Facilitating cohort learning benefits using continual learning to inform future activities.
 - vi) Securing partnerships with locally-led partners that will sustainably deliver these markers of the CFA once UK Government funding ceases.
 - vii) Maintaining contact with CFA stakeholders via project alumni networks and affiliate networks of partners delivering the above CFA markers.

Schedule 2 (Specification), con_8706 CFA2

viii) Linking with the UK's wider aid portfolio.

CFA 2 delivery approach

23. **Scope and volume:** CFA 2 will be delivered in at least 13 countries, including in 8 existing CFA 1 countries, and will provide tailored support to a minimum number of individual projects, as agreed in schedule 10.
24. **Sectoral focus:** CFA 2 will continue to focus on providing technical expert support across the following sectors: Agriculture and Land Use, Energy, Industry and Manufacturing, Sustainable Transport, Waste and Water. There will be the option to tailor or expand sector support at the country-level where relevant. Projects across all sectors will be supported by relevant technical experts.
25. **Delivery model:** CFA 2 will deliver via a global supplier who will arrange suitable local delivery modalities in each CFA-supported country. This model allows CFA outcomes to be centrally coordinated while utilising the skills and knowledge of local experts. The Supplier and its local teams or subcontractors will manage pipeline creation, project selection, capacity building support, and in-country events. Capacity building activities will be informed by a pool of expert technical advisors.
26. **Country approach:** Country selection for CFA 2 is based on the following objectives:
 - i) **Realising Value for Money ("VfM") from CFA 1 by continuing and concluding delivery in countries where there is likelihood of the CFA being sustainably embedded within CFA 2 timescales.**
 - ii) **Introducing the CFA to new countries where there is a high mitigation potential, evidence of 'upstream' action taken to remove barriers to investment in low-carbon and climate resilient projects, and evidence of demand for such project pipelines from governments and investors.**
 - iii) **Providing sufficient flexibility to allow country selection to remain aligned with UK strategic objectives throughout the programme lifespan.**
27. DESNZ, as the Authority, has adopted a tiered approach to guide expectations on country selection, explained below:
 - i) **Tier 1: Existing. Delivery will continue in eight DESNZ-funded CFA 1 countries to enable embedding to occur. This comprises all eight countries currently funded by DESNZ (noting the CFA in Nigeria is now embedded in a local independent organisation, and the CFA in Uganda is separately funded by FCDO).**
 - ii) **Tier 2: New. A further five countries have been identified for CFA 2 support, subject to the findings of Landscape Reviews.**
 - iii) **Tier 3: Opportunity. If, during CFA 2's delivery, funding is either no longer needed in Tier One countries or scoping suggests that CFA would not be effective in Tier Two countries, funding may be transferred to 'opportunity' countries.**
 - iv) **Tier 4: Platform. Finally, the FCDO and DESNZ have piloted an approach in Uganda whereby FCDO ambitions to mobilise finance are delivered through the CFA Programme. For CFA 2, the contract will accommodate the**

Schedule 2 (Specification), con_8706 CFA2

possibility of further additional ‘platform countries’ where CFA may be impactful but are not prioritised by DESNZ. This may include scoping for delivering a CFA cycle for adaptation projects.

28. Countries by tier are in Table 3 below. Please note that countries in Tier 1 and 2 are not expected to change unless wider geopolitical events make delivery unsafe or unlikely to be successful. Countries in Tier 3 are the Authority’s preferred list, but any decision to operate in these countries would be subject to discussion with the global Supplier. Countries in Tier 4 are indicative, based on advice and demand signal from FCDO, accurate at the date of publication. Delivery in Tier 4 countries will also be subject to discussion with the global Supplier.

Table 3: CFA 2 country selection

Tier 1: Existing	Tier 2: New	Tier 3: Opportunity	Tier 4: Platform
Colombia	India	Argentina	Angola
Egypt	Indonesia	Bangladesh	Bolivia
Mexico	Kenya	Cambodia	Costa Rica
Pakistan	Malaysia	Ethiopia	Ghana
Peru	Thailand	Morocco	Jamaica (adaptation)
South Africa		Senegal	Rwanda
Türkiye		Tunisia	South Africa (adaptation)
Viet Nam		Zambia	Tanzania
		Zimbabwe	Uganda
		Brazil	
		Jordan	
		The Philippines	

29. **In-country activities and project support:** CFA 2 will continue to deliver the same broad spectrum of project support offered in CFA 1. However, CFA 2 offers increased flexibility in delivery modalities with more tailoring to country contexts, investor priorities and ongoing project needs. This Specification of Requirements outlines, in Paragraph 22, in no particular order, a series of ‘markers’ of CFA. These are the core activities that define the CFA’s niche. For an approach to satisfy this Statement of Requirements, it must offer each of these markers of CFA. Beyond this, CFA 2 offers flexibility in design, approach and methodology at programme and country-level. Key evolutions to the current delivery method include:

- i) The focus will move from delivering repeating cycles towards delivering support to a contracted minimum number of projects (with a flow down to country level). This will

Schedule 2 (Specification), con_8706 CFA2

provide the global Supplier with flexibility to define how and when to select projects and could lead to a more continuous in-country delivery model.

- ii) While the Authority recognises the usefulness of calls for proposals as a delivery modality that produce defined cohorts of projects, the Authority will welcome other proposals and approaches to develop bankable pipelines that reduce the attrition rate between projects being assessed by the CFA Suppliers and being selected to receive CFA support.
- iii) Clearer articulation of Authority expectation towards building and maintaining active partnerships with investors and the wider climate finance ecosystem. This will enable CFA to develop pipelines of bankable projects that are relevant to investors and increase the percentage of CFA supported projects that then secure investment.
- iv) Establishing a CFA alumni network to facilitate future opportunities and wider value for the programme, including peer-to-peer learning, collaborations between projects, stronger monitoring of investments and attributable programme support, and opportunities to provide light-touch post-CFA support as needed to help facilitate investment.
- v) To support efforts to embed the continued delivery of the markers of the CFA methodology into in-country institutions, the Authority is open to new approaches including prospective embedding partners being invited to co-lead part of the CFA process alongside local suppliers, and willingness to consider providing limited ad-hoc support to institutions that have embedded the CFA. CFA 2 will establish a network of institutions that have are delivering the markets of CFA.
- vi) The opportunity to scope activities at a regional level alongside the current country specific approach. This could, for example, include developing regional rather than country pipelines, or partnering with regionally focused investors to share CFA pipelines from relevant countries.

Strengthening links with other climate finance programmes

30. At the global-level, CFA 2 will seek to move from being complementary to other programmes in the wider climate finance landscape to being integrally linked with relevant programmes. This includes:

- a. Strengthened links with 'upstream' UK and wider donor programmes such as the NDC Partnership and UK Partnership for Accelerated Climate Transitions ("UK PACT") including establishing and actively using inter-programme feedback loops. For example, the CFA developing bankable pipelines in sectors where NDC Partnership or UK PACT led action has recently supported legislative or other change to remove barriers to investment. And closing the feedback loop by identifying, evidencing, and clearly articulating real-life residual barriers to investment and lessons and investment barriers from real-world delivery for those 'upstream' programmes to act on.
- b. Seeking to develop partnerships with 'downstream' partners, such as the UK-supported Emerging Markets Climate Action Fund ("EMCAF"), British International Investment ("BII"), and others to explore opportunities for relevant CFA projects to 'graduate' from CFA to access investment through those or other programmes and initiatives, helping provide a more cohesive overall support package for innovative low-carbon climate resilient projects.

Schedule 2 (Specification), con_8706 CFA2

- c. Continued engagement to tackle the challenging systemic structural barriers to project investment, such as deepening links with established UK, or UK-funded, de-risking mechanisms. For example, TCX to provide currency hedging instruments or the Green Guarantee Company where these can facilitate international investment into projects.
31. CFA 2 will continue to promote increased awareness of viable low-carbon projects to international investors. The supplier will develop and use a Customer Relationship Management (“CRM”) tool as part of the CFA 2 methodology and use this to provide assurance it is identifying and directly engaging the most relevant domestic and international investors. CFA 2 will consider options to develop pipelines for specific types of investors, for example, by sector, ticket size, and/or by type of investment sought.

Communications

32. To date, CFA has been served by a LinkedIn ‘microsite’ in lieu of a website. This has proved effective for the programme, and good value, however it cannot offer the full functionality required for CFA 2.
33. CFA 2 will be supported by its own website serving the needs of potential CFA project participants, investors engaging the programme, institutions interested in embedding delivery of the CFA markers, and policy makers seeking to access programme knowledge products.
34. The purpose of the website is to support the impact of the programme by creating a virtuous cycle of pipeline development. This will be enabled by showcasing programme successes (drawn from delivery to date) to motivate the next tranche of projects and acting to demonstrate the CFA opportunity to investors. It will also act as a resource for sharing programme knowledge with investors, supporting their capacity building journey.

Gender Equality, Disability and Social Inclusion (“GEDSI”)

35. Expert GESI support provided to date has been highly valued by project proponents and investors alike. CFA 2 will further raise the visibility of disability inclusiveness and mainstream GEDSI into climate solutions. Working with projects to pitch the positive outcomes of this work to investors will remain a key objective of CFA 2. Alongside high-quality capacity building support to projects, CFA 2 is expected to:
- a. Monitor and evaluate progress against GEDSI outcomes, with increased cooperation between the global Supplier and Evaluation Partner.
 - b. Encourage partners that deliver the CFA markers as hosts to confirm that they will continue to promote GEDSI.
 - c. Select projects that are representative of national populations and plan to deliver GEDSI activities.
 - d. Commit to locally led delivery and decision-making so that actions to advance GEDSI outcomes are rooted in country and sector contexts, making their relevance and adoption more likely.
 - e. Commit to an inclusive and anti-racist approach, whereby engagement with partners is not extractive but rather mutually beneficial, demand-led, and brings tangible benefits to local populations.

Schedule 2 (Specification), con_8706 CFA2

Fit with His Majesty's Government's (HMG) Strategic Priorities

36. As a programme funded by Official Development Assistance ("ODA"), the CFA is committed to reducing poverty and promoting economic and social welfare. CFA's primary route to delivering this is through increasing the flow of investment into low-carbon climate resilient projects that reduce climate risks, noting that these risks disproportionately impact women and marginalised populations. CFA also actively works to improve the opportunity of all groups to participate in the process, with a particular emphasis on mainstreaming GEDSI considerations into programme design and delivery.
37. The UK's International Development Strategy ("IDS") commits to a greater focus on bilateral programming that is more responsive to partner government needs and geopolitical contexts. Expanding the CFA, as a bilateral programme, supports this strategic intent.
38. The IDS also gives greater autonomy to Ambassadors and High Commissioners. CFA 2 works with FCDO's Post network, with the CFA as part of their own country strategies. This also links to the UK's 2023 Green Finance Strategy that stresses the need for clear country or regional strategies backed by project-pipelines as a requirement to mobilise private climate finance.
39. CFA 2 will support deeper government-to-government engagement, known as Country Partnerships, by increasing the programme's links to public institutions. Additionally, CFA will align with country's NDC plans, and where applicable, Just Energy Transition Partnerships.

Fit within HMG portfolio

40. The CFA fills an important niche in DESNZ's ICF portfolio by providing tailored capacity building for relatively small ticket climate projects. The programme is positioned to provide a coherent offer alongside wider 'upstream' programming such as UK PACT and the NDC Partnership.
41. Together, these programmes can systematically and logically address barriers to investment by forging a continual delivery chain that stretches between programmes that act to first raise NDC ambition, develop implementation plans, undertake policy reform to address barriers to investment, develop pipelines of bankable projects, and then crowd-in finance.
42. CFA 2 will continue, through disciplined country selection, to complement and provide follow-on activities that directly link with existing 'upstream' enabling environment activities that have national governments have already delivered or are underway, including where these are supported by wider UK ICF programmes or other donor activity.

Part B: Scope of Work

Requirements of the Supplier

43. The Supplier will provide programme delivery services for CFA 2.
44. The Supplier will be fully responsible for delivering the programme on behalf of the Authority, and identifying, contracting, and managing any subcontractors and subject matter experts required for the programme to deliver its required outputs and outcomes as specified in this SoR.

Programme level outputs

45. Specific and measurable minimum programme level outputs are summarised in Table 4. These outputs are detailed in the contract service levels in schedule 10, including how they break down across annual contract periods as appropriate.

Table 4: Key Performance Indicators for essential portfolio characteristics

Requirement	Value
Minimum number of projects supported during initial contract period.	As agreed in Schedule 10.
Minimum number of countries supported.	13 countries
Minimum number of projects supported in each Tier 2 country during initial contract period.	As agreed in Schedule 10.
Minimum percentage of projects supported in Tier 2 countries overall during initial contract period.	As agreed in Schedule 10.
Percentage of projects supported closing deals within 24 months of the in-country event	As agreed in Schedule 10.
Percentage of supported projects in the CFA target ticket size (≥US\$5m)	As agreed in Schedule 10.

46. These “minimum” and “maximum” values are designed to support consistent high-volume delivery at a global level, while mitigating the risk of perverse incentives and unintended outcomes. Further detail on each of these programme level outputs is provided below.
47. CFA 2 should be delivered holistically and benefit from adaptive management principles that facilitate critical feedback loops throughout the CFA process, and between the countries where CFA operates. For the purposes of this Statement of Requirements, delivery of CFA 2 is split into two distinct workstreams, under which sit twelve discrete Elements. These workstreams mirror the commercial structure for this Contract.

Workstream A: Global management and oversight

- 1) Element 1 – Establishment of global operations
- 2) Element 2 – Confirmation of country delivery approach
- 3) Element 3 – Stakeholder management
- 4) Element 4 – Attracting international investment, including from the UK
- 5) Element 5 – Knowledge products and sharing
- 6) Element 6 – Monitoring and Evaluation

Schedule 2 (Specification), con_8706 CFA2

7) Element 7 – Reporting and governance

8) Element 8 – Programme management

Workstream B: Country delivery and project support

9) Element 9 – Landscape Review and establishment of country operations

10) Element 10 – Project selection

11) Element 11 – Provision of project specific support

12) Element 12 – Sustainable embedding of the CFA markers within local financial ecosystems

48. A delivery approach for CFA 2 will always include the ‘markers’ laid out in Paragraph 22.

Workstream A: Global management and oversight

Element 1 – Establishment of global operations

49. This Element sets out the Authority’s requirements to manage contract mobilisation efficiently and effectively, and to prepare for implementation and programme closure.

- a) **Transition Services:** The Supplier will work with the Authority and the incumbent Supplier to deliver an orderly transition of Services such that CFA knowledge is transferred to the new Supplier. The Authority envisages a handover period with the incumbent Supplier of up to four weeks, subject to agreement and availability of the incumbent. Expectations are laid out in Annex I to the tender.
- b) **Implementation Period (Inception):** A kick off meeting between the Supplier and Authority will be held within ten (10) working days of contract signature (the Effective Date). Any revisions to the Implementation Plan proposed in the Supplier’s tender response will be agreed with the Authority within twenty (20) working days of the Effective Date.

The Supplier will deliver the Implementation Plan, as agreed with the Authority, over a period lasting not more than six (6) months. During this time, the Supplier will develop and agree with the Authority the following as a minimum:

Within three (3) months (Milestone 1)

- i. Deliverables as agreed in Schedule 8.

Within 6 months (End of the Implementation Period – Milestone 2)

- i. Deliverables as agreed in Schedule 8.

- c) **Operational Delivery Period:** From the end of the Implementation Period, meaning no later than the end of the sixth month after contract signature, the Supplier will deliver the Operational Workplan it has agreed with the Authority. This delivery plan will be subject to review as part of the Annual delivery planning process (see Element 7).
- d) **Closure Plan:** Within six (6) months of contract signature, the Supplier will have agreed an initial closure plan or ‘Exit Plan’, as detailed in Contract Schedule 30

Schedule 2 (Specification), con_8706 CFA2

(Exit Management), outlining how to conclude activities at the end of the contract term, which should include:

- i. Completion of all programme deliverables.
- ii. Finalising all programme reporting requirements.
- iii. Preparing a programme closure report which will summarise programme achievements and lessons.
- iv. Transferring all programme knowledge and intellectual property to the Authority.

Element 2 – Confirmation of country delivery approach

50. This Element sets out the Authority's requirements regarding the confirmation and formalisation of the country delivery approach including the mobilisation of a local delivery modality (termed 'local supplier' – see Paragraph 103 for definition) for each CFA 2 country. This includes:

- a) For the eight (8) Tier 1 countries where CFA is being delivered under the current CFA 1 contract, the Supplier will finalise delivery arrangements in that country to enable delivery of the CFA to be established no later than 6 months after contract signature.
- b) For the five (5) Tier 2 countries the Supplier will finalise delivery arrangements during the Implementation Period to allow discussion with FCDO staff at Post.
- c) FCDO teams at Post have expert insight into the local supplier landscape, and Suppliers will engage with FCDO teams at Post in the early stages of the Implementation Period and reflect their feedback into each in-country delivery approach.
- d) The Supplier will consult DESNZ and FCDO teams on the selection of local suppliers, but will hold responsibility for the final selection, plus all contracting and management.
- e) The availability and bandwidth of specialists and subject matter experts is a potential constraining factor on CFA 2 delivery. The Supplier will have access to sufficient experts to maintain the volume of project support required and establish a suitable roster of experts to deliver their CFA methodology.

Element 3 – Stakeholder management

51. This Element relates to how the Supplier, working with local suppliers, will develop and maintain a Stakeholder Engagement Strategy and Customer Relationship Management ("CRM") tool, or equivalent, to provide insights to help strategically identify and engage specific individual investors in a way that encourages their engagement with the CFA and supported projects.

52. The approach to stakeholder engagement will consider how to secure and improve the deal rate for CFA-supported projects. It may consider the use of tailored information sharing tools and/or existing networks to gather information about the needs and drivers of investors (e.g. the fund-cycle and fundraising progress, priorities, key criteria for

Schedule 2 (Specification), con_8706 CFA2

investment and so on) to inform when and how investors are engaged. It will also consider the best ways to present CFA-projects to time-poor investors.

53. This includes:

- a) **Stakeholder Engagement Strategy:** The Supplier will develop and agree with the Authority by the end of the Implementation period, a Stakeholder Engagement Strategy, which details an approach towards external communications for the CFA, including how communications and engagement with stakeholders will be managed and tracked. It will identify key partners for the CFA, i.e., 'upstream' policymakers and stakeholders who enable the investment environment, 'downstream' investors that CFA projects should appeal to, and broader climate finance stakeholders, activities, or initiatives that can support CFA to meet its objectives, including with regard to embedding. It will set out how engagement for these distinct stakeholder groups will be prioritised, delivered via a range of relevant activities and mediums, and maintained while the programme is active. This Stakeholder Engagement Strategy will be reviewed annually as a minimum.
- b) **CRM tool:** The Supplier will either access an existing tool or develop and maintain a CRM tool that will support delivery of the Stakeholder Engagement Strategy, particularly with regard to identifying and engaging investors relevant to the projects CFA supports.
 - Informing project selection: The CRM tool will capture information about investors and other relevant programme stakeholders that will be used to inform project selection to provide assurance that selected projects match investors' investment mandates.
 - Informing investor engagement at events: The tool will also be used to inform invite lists for in-country events, and for other programme activities, with a focus on securing active participation of the investors most likely to invest in CFA projects. To enable this, the Authority anticipates the CRM tool identifying specific individuals within financial institutions that hold investment making authority, and information regarding their investment mandate and the types of climate projects of interest to those investors (such as geographies and sectors of interest, type of finance provided, size of investment the investor is looking to make, etc.).
 - Synthesising core project data: The Supplier will understand the core metrics investors use when appraising deal opportunities. They will use the tool to record CFA project data which can then be circulated in a targeted manner to CFA's investor network.
 - Managing CFA partnerships: The CRM tool will support the tracking and management of partnerships with a wider CFA affiliate network of embedding partners, and strategic partnerships with the wider climate finance landscape.

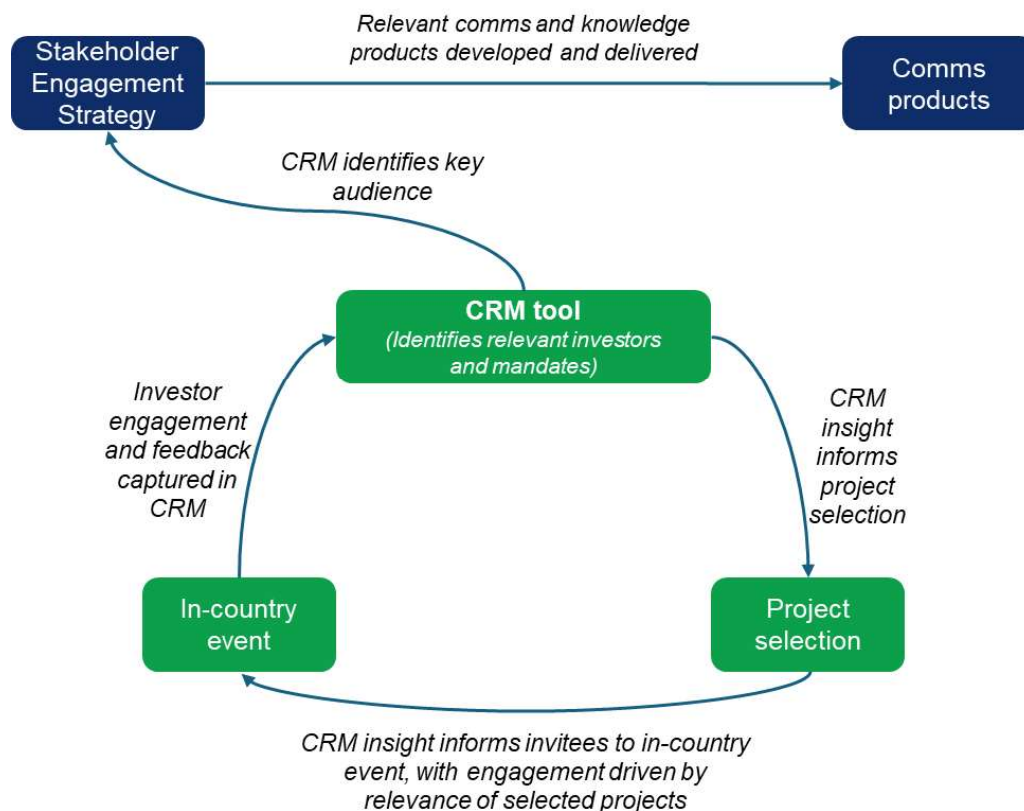
The CRM tool should be fully functional within nine (9) months of contract signature and maintained throughout the contract term as well as being part of the exit information at the end of the contract.

The expected interaction between the Stakeholder Engagement Strategy and the CRM tool is illustrated at a high level in Figure 1.

54. The Supplier will use the Stakeholder Engagement Strategy and CRM tool to understand where knowledge gaps exist among CFA stakeholders and develop knowledge products

in response (see below Element 5). It will also identify where stakeholder gaps exist for the programme and develop proposals in response.

Figure 1: Illustration of the expected interaction between Stakeholder Engagement Strategy, CRM tool, and relevant investors.



Element 4 – Attracting international investment, including from the UK

55. This Element sets out the Authority's requirements for the Supplier to engage investors and stakeholders beyond the in-country events (see Element 11). Subject to the Supplier's approach, this could include engaging UK-based investors (such as those based in the City of London) or promoting the programme at fora such as regional conferences and with the purpose of sharing the CFA approach with stakeholders seeking to mobilise climate finance. This could be achieved via UK and/ or regional events (described below as indicative and not exhaustive examples) or other means. For the avoidance of doubt the hosting of UK and/or regional events is not a mandatory element of the Statement of Requirements. The Authority welcomes innovative and insightful proposals for how best to attract international investment into CFA projects. This could include any combination of the following:

- a) **UK events:** Delivering semi-regular events with the specific focus of each event be agreed between Authority and Supplier ahead of detailed planning, with the event then targeted to specific audiences of UK-based investors that align with the focus of the event. These events could include:
 - i. introducing CFA projects to UK-based investors,
 - ii. roundtables to build investor awareness of new investment opportunities,
 - iii. engagement to showcase successful action to mobilise climate finance in CFA markets, and

Schedule 2 (Specification), con_8706 CFA2

- iv. activities to improve programme understanding of UK-based investor attitude to investing in CFA style projects in CFA countries.
- b) **Regional events:** Delivering regional events in the style of the activities listed above but targeting investors operating in specific regional-level markets that are not based in the UK, or not making investment decisions from the UK. These events will support CFA projects to access investors that would not be present at in-country events. Regional events will be delivered where the Authority and Supplier agree Regional events are relevant to delivering the desired outcomes of CFA 2 and represent good value. The specific focus of each event, the projects being presented to investors, and the investors invited will be agreed with the Authority ahead of detailed planning for each event.
- c) Other routes to engaging with investors and attracting international investment as outlined in the Supplier Proposal.

Element 5 – Knowledge products and sharing

56. This Element relates to how the Supplier will develop and deliver a communications strategy, including a website, to support delivery of the programme, and additionally prepare knowledge products that complement the CFA's objectives. This includes:

- a) **Website:** The Supplier will develop, deliver and maintain a CFA website. The intended audience of the website is potential project participants, investors seeking further information about projects, institutions interested in delivering the CFA markers or hosting an affiliated CFA, policy makers seeking to access programme knowledge products, and other programme managers seeking to learn from the CFA as an existing climate finance programme. The website will contain details of the full CFA portfolio of supported projects (including CFA 1 projects), showcase programme successes and provide access to knowledge products.
- b) Discovery activities for a website were completed in summer of 2022². The first fully functional version of the website will be online by 31 March of the year following contract signature. The Supplier will maintain the relevance of the website's content through regular reviews and updates, with the Authority holding editorial approval of all published content unless otherwise agreed.
- c) The website will comply with government [accessibility requirements](#), guidance on security and data management, and [HMG branding requirements](#). It will be regularly updated with incidents resolved in a timely manner.
- d) All aspects of the website, including, but not limited to, domain name, content, new code, operational processes and manuals, will be the intellectual property of the Authority and must be developed and managed so as to allow the transfer of a fully functioning website to the Authority or its nominated agent at the end of the contract term.
- e) The CFA 1 online presence was largely delivered through LinkedIn. The login details for the LinkedIn site will be passed to the Supplier after contract signature. Although the CFA website will be the main focus, ongoing connections with stakeholders using wider platforms such as LinkedIn should be considered as part of the online strategy for CFA 2.

² The discovery report is available in Annex H to the tender.

Schedule 2 (Specification), con_8706 CFA2

- f) **Post-event reports:** local suppliers will prepare in-country event reports which are reviewed by the global supplier. The global supplier will also present reports after other CFA regional or global events and provide a critical review of the support provided to projects. These reports will be shared with programme stakeholders to provide transparency on CFA delivery, and to raise awareness of how the programme is evolving to stay relevant to the needs of its stakeholders.
- g) The post-event report will also identify remaining structural (i.e., policy, legislative, regulatory) barriers that inhibit projects securing investment. These 'real world' insight be presented as clear instructions to relevant upstream programmes, such as the UK PACT programme, to inform their workplans. The Authority will provide guidance on the information required.
- h) **Knowledge products:** As part of its Stakeholder Engagement Strategy (as noted in Element 3), the Supplier will propose a schedule of knowledge products that are relevant to the various programme stakeholders. The topics of these knowledge products will be informed by insights drawn from the CRM tool, and other sources. These knowledge products (including relevant knowledge products developed under CFA 1) will be publicly available via the CFA website, and could take the form of webinars, blog posts, updated programme policies (e.g., GEDSI Statement), annual reports, programme successes, market insights, etc. The Authority anticipates a regular cadence of knowledge products being published, as agreed in schedule 10. The relevance and success of these knowledge products to their audience will be measured via number of unique visits or downloads, with an expectation of an upward trend in engagement over the life of the programme, commensurate with growing delivery volumes and programme awareness.
- i) **CFA Handbook:** The Supplier will produce and maintain a 'CFA Handbook' as a publicly accessible guide that informs the reader how to establish and deliver the CFA as a methodology for identifying pipelines of bankable projects. The CFA Handbook should be available on the CFA website when the website is launched, or within twelve (12) months of contract signature (whichever is later).

Element 6 – Monitoring and Evaluation

57. This Element relates to the Supplier's responsibilities to monitor and maintain accurate up to date records of programme delivery and sets out the Supplier's role to engage the independent Evaluation partner. This includes:

- a) **Programme monitoring:** The Supplier will maintain accurate and up to date records of programme delivery for the purposes of, but not exclusively, informing the programme's reporting schedule, providing evidence of delivery against the CFA 2 Logical Framework ("Logframe") indicators on an annual basis, and providing evidence of delivery against programme milestones and key performance indicators.
- b) **Engagement with the Evaluation partner:** The Authority may separately contract an external Evaluation supplier ("Evaluation partner"). The scope for the CFA 1 Evaluation Partner (current contract end date is August 2025) plus the draft high-level scope of the Contract for the CFA 2 Evaluation Partner is available as Annex K to the tender. The Supplier will engage with the Evaluation partner and respond to reasonable requests for information to support the Evaluation partner, including making available programme Intellectual Property to the Evaluation partner. If

Schedule 2 (Specification), con_8706 CFA2

necessary, this will be via a Memorandum of Understanding (“MoU”) with the Evaluation partner to provide clarity on roles and responsibilities. Reasonable requests of the Supplier are expected to include:

- i. Supporting Annual Reviews, and if needed, updates to the CFA Theory of Change.
 - ii. Providing input to the design of the CFA 2 Logframe, including indicators, assumptions, and agreeing the reporting mechanism and frequency for each Logframe indicator.
 - iii. A survey following in-country and other programme events to gather data on the usefulness and relevance of support provided by the Supplier and its local suppliers to the CFA’s stakeholders, disaggregated by stakeholder types (e.g., project proponent, investor, and policymaker).
 - iv. Maintaining a ‘lessons learned’ log throughout the contract, updated with action taken in response to identified lessons to provide evidence of the CFA’s adaptive management process and continuous learning.
 - v. A Programme Completion Report (at the end of the contract term) that aggregates evidence from the contracted reporting requirements over the contract term to inform a critical assessment of the programme’s impact.
 - vi. In addition, the Supplier will be expected to support the Evaluation partner by facilitating engagement with Supplier members of staff and wider programme stakeholders to support develop of external evaluation reports.
- c) The Supplier and Evaluation partner will work together to understand and mitigate the risk of stakeholder fatigue, particularly regarding surveys, and schedule engagement with programme stakeholders accordingly.

Element 7 – Reporting and governance

58. This Element relates to the provision of accurate, relevant, and timely programme information to the Authority by the Supplier:

- a) **Weekly progress summary and meeting:** The Supplier will meet weekly with the Authority to seek any necessary input and/or decisions on day-to-day and business as usual matters. This will be facilitated by a brief summary presentation of top line progress against agreed delivery plans as well as any emerging risks/opportunities. The Supplier will take notes of the meeting and circulate together with any actions within 24 hours of the meeting taking place.
- b) **Monthly meetings with the Authority, Post and the local supplier:** The Supplier will organise a monthly meeting per country to facilitate decision-making at the country-level and to ensure that Post’s advice is incorporated into delivery. In line with the project selection requirements, as needed, these meetings will enable discussion and HMG approval of project applicants. The Supplier will take notes of the meeting and circulate together with any actions within 24 hours of the meeting taking place.
- c) **Portfolio overview:** On a quarterly basis, the Supplier will provide an up-to-date data log about the CFA project portfolio in Microsoft Excel format, capturing the status of all projects that have interacted with the programme, including CFA 1 projects (where information is available).

Schedule 2 (Specification), con_8706 CFA2

Data collected about CFA projects should be proportionate to the project's level of interaction with the programme (i.e. whether it is successful or unsuccessful) and should take into account the types of information required by the Supplier and the Authority to track and evaluate the CFA as well as engage with relevant stakeholders particularly investors. The portfolio data set, should, as a minimum, capture the following data:

Table 5: Key portfolio information

Data	Personal information	Successful applicant	Unsuccessful applicant
Project name	No	X	X
Year project was established	No	X	X
Legal structure of project	No	X	X
Primary project contact details	Yes	X	X
Project description	No	X	X
Number of employees	No	X	X
Project website (if applicable)	No	X	X
CFA sector	No	X	X
Country of operation	No	X	X
Date applied to CFA	No	X	X
Whether project application to receive CFA support was successful	No	X	X
Reason for rejection	No		X
Was the rejected project referred elsewhere?	No		X
Date accepted for support by CFA	No	X	
Date presented at in-country event	No	X	
Type of finance sought	No	X	
Value of finance sought	No	X	

Schedule 2 (Specification), con_8706 CFA2

Funding need (OPEX/CAPEX)	No	X	X
Number of deals closed	No	X	
Value of deals closed	No	X	
Date of deals closed	No	X	
Name(s) of investor(s)	No	X	
Date presented at UK event (if applicable)	No	X	
Date presented at Regional event (if applicable)	No	X	
Cumulative value of CFA support provided to Project	No	X	

The intended purpose of this data is to allow the Authority to support engagement with the wider climate finance investment landscape, including potential investors not engaged via the CFA, other providers of project preparation facilities, and prospective downstream suppliers. Subject to the data handling policies applied by CFA 2, other information may be required across the Contract Term. The data set will be supported by a short accompanying narrative overview or single-slide dashboard report highlighting changes and relevant insights. The Authority may make ad-hoc requests for latest portfolio data within the quarterly reporting cycle to inform, for example, Ministerial briefings or visits.

- d) **CRM tool data:** On a quarterly basis and ad-hoc on request from the Authority, the Supplier will provide a data run, in Microsoft Excel format, of information from the CRM tool. This will be supported by a short accompanying narrative overview or single-slide dashboard report highlighting changes and relevant insights.
- e) **Quarterly performance management report and meeting:** The Supplier will provide a quarterly report that is compliant with the requirements of Schedule 10 (Service Levels) and this Statement of Requirements every quarter, within ten (10) working days of the end of the preceding delivery quarter. The Authority and Supplier will meet within five (5) working days of the quarterly contract management report being received with the purpose of reviewing the report.

This report will contain as a minimum:

- i. Service Level reporting in line with the requirements of Schedule 10 (Service Levels).
- ii. A full programme risk register and mitigating actions with a coversheet/narrative on any urgent or significant risks or opportunities emerging or existing.

Schedule 2 (Specification), con_8706 CFA2

- iii. Assessment of delivery against the quarterly and annual delivery plan and a forward look for the next quarter including any notable dates/delivery milestones as well as any changes the Supplier wishes to discuss with the Authority.
- iv. Short report card for each country, reporting on delivery against plan, key risks, and a forward look at the country level.
- v. Short report card for knowledge products, communications and stakeholder engagement activities, reporting on delivery against plan, key risks and a forward look.
- vi. Lessons learned and the implications for delivery
- vii. Resourcing or team changes and pressures.
- viii. Financial data presented in both Contract Years and financial years (1 April – 31 March including spend against budget, budget forecast and any financial issues or pressures).

In the Q3 Quarterly report of each Contract Year the Supplier will provide an assessment of lessons learned and specific implications for the annual work planning process.

At the end of the Contract Year, the Supplier will provide a slightly enhanced report that will include, as well as the above:

- i. Social Value report.
 - ii. Service Level reporting in line with Contract Schedule 10 (Service Levels).
 - iii. Annual declaration against the DESNZ ICF Supplier Code of Conduct.
 - iv. All other annual obligations of the Supplier as outlined in the Contract Schedules and this Statement of Requirements.
 - v. Longer report cards by country and major deliverables to provide a narrative of progress throughout the year and deeper insights into lessons and plans for the next Contract Year.
- f) **Annual Contract Review meeting:** The Authority will organise and chair annual Contract Review meetings. This will be jointly led between the Authority's programme management team and commercial specialists. The Supplier will attend, and contribute to, these meetings. These annual Contract Review meetings will focus on lesson learning and adaptive management regarding the commercial structure of the contract arrangements between Authority and Supplier. This will include a review and possible amendment of contract KPIs if agreed between the Parties as well as the Supplier's annual declarations in line with the DESNZ ICF code of conduct (Annex E).
- g) **Annual delivery planning:** The Supplier will deliver the planning and budgeting process for each Operational Period as follows:
- i. Not less than thirty (30) days before the end of the Operational Period, the Supplier will share a detailed workplan for the next Operational Period including detailed outputs and planned delivery dates for each output, Service Levels and Service Level targets for those Service Levels that are agreed annually (see Contract Schedule 10).

Schedule 2 (Specification), con_8706 CFA2

- ii. The Supplier may propose updates to the Annual workplan on a quarterly basis for consideration by the Buyer. If the Buyer accepts these changes, that agreement will be provided to the Supplier by the Buyer in writing. On agreement of any quarterly changes, the agreed Annual Workplan against which this Service Level is assessed shall be deemed to be updated to incorporate any such changes.
 - iii. The workplan will be accompanied by a supporting budget for the next Operational Period broken down by output. The budget will include the proposed quarterly payment milestones for the next Operational Period linked to the budget per output and the expected delivery date of that output.
 - iv. The budget will include a projection of budget for workstream A out to the end of the Contract Term to demonstrate that the commercial conditions will be met and that the Authority is satisfied that the Supplier has enough budget left in workstream A to deliver the Contract for the Contract Term within the commercial conditions for the workstream. The Supplier will manage the trade-offs that any Operational Period budget has on future Operational Period budgets.
- h) **Ad-hoc information request:** The Authority may, from time to time, make ad-hoc information requests to support Ministerial briefings, engage with public transparency requirements, support wider Departmental strategy development. The Supplier will engage with the Authority on these requests.
59. The Authority will review the reporting requirements with the Supplier on an as needed, but not less than annual, basis to provide assurance to both Parties of the purpose of the reported information, and its proportionality and relevance to the programme's objectives.

Element 8 – Programme management

60. This Element relates to how the Supplier will support the effective governance of the CFA. This includes, but is not limited to:

- a) **Portfolio management:** Providing portfolio management oversight of the local suppliers' delivery plans to provide a consistent delivery profile across the programme and avoiding delivery peaks and troughs.
- b) Facilitate connections, support and nurture active collaboration, and drive transparency between different local suppliers to support adaptive management and share best practice across all CFA countries.
- c) **Programme governance:** Providing a secretariat function for the programme, including timely preparation and presentation of high-quality materials for the following fora:
 - i. **Monthly CFA Strategy group** – comprising the Authority and its independent expert, and the Supplier's Programme Director and programme management team. The CFA Strategy group is different to the quarterly contract management review and delivery progress meetings as it provides a regular forum to review the programme from a strategic, rather than operational and delivery perspective, and to identify and respond to strategic opportunities and threats.

Schedule 2 (Specification), con_8706 CFA2

- ii. **Biannual CFA Steering Committee** – comprising the Authority, Supplier, and representatives from the investment and green finance community (see Paragraph 87).
- d) Providing robust programme management, risk management and financial management of the programme, in line with the requirements set out in Element 7. The Supplier will ensure that they, and all subcontractors, are compliant with the requirements under Part C – governance.
- e) **Local supplier management:** The Supplier will be responsible for identifying, contracting, and managing local suppliers and subject matter experts with both the relevant expertise in their area, and expert understanding of the CFA 2 countries and sectors they will be deployed to support. The Supplier is also responsible for managing delivery performed by any part of their own organisation or affiliate local office.
- e) **Gender Equality, Disability and Social Inclusion (GEDSI) Action Plan:** The GEDSI Action Plan explains the role of GEDSI in CFA and sets out a deliverable plan for mainstreaming GEDSI within programme delivery, including how projects' consideration of GEDSI matters is supported and ambition increased. The Supplier will review the existing Action Plan during the Inception Phase and update as required, and thereafter review and update it on an annual basis.

Workstream B: Country delivery and project support

Element 9 – Landscape review and establishment of country operations

61. Country operations will be established by the Supplier to enable project sourcing, selection and support activities to begin. Countries will be established in line with the Supplier's workplan and the Service Levels detailed in Contract Schedule 10 (Service Levels). "Established" in the context of country operations is defined by the Authority as:

"The country team is in place, scoping/research/required landscape mapping is complete, country-level approach, methodology and focus is agreed with the Authority including the initial route to sourcing projects and the date when project sourcing will commence has been publicly announced."

The deliverables associated with the milestone of "country operations are established" are:

- a) Country scoping / research / landscape mapping report (landscape mapping where relevant for Tier 2 countries see paragraphs below for further information).
- b) Country approach and methodology including stakeholders, sectors and geographies of focus and project sourcing and selection approach.
- c) Workplan for the initial Operational Period including detailed outputs and planned delivery dates for each output.
- d) Budget for the initial Operational Period broken down by output. The budget will include the proposed quarterly payment milestones for the initial Operational Period linked to the budget per output and the expected delivery date of that output.
- e) Service Level targets for the relevant Service Period for those Service Levels that require country-level or Annual targets to be set.

Schedule 2 (Specification), con_8706 CFA2

The initial Operational Period for any country will be the period from the point of Establishment to the end of the current Operational Period for the Contract. After the initial Operational Period, country planning will follow the standard annual planning cycle as detailed below.

62. **Tier 1 country scoping:** A landscape review was delivered in all Tier 1 countries prior to launching under CFA 1. The existing landscape reviews are attached in the tender pack alongside wider documentation and evidence from CFA 1 delivery as Annex H to the tender. During the CFA 2 inception phase, the Supplier will further detail their delivery approach in all Tier 1 countries prior to activities commencing. This will build on the existing landscape mapping, knowledge from officials at DESNZ and Post and the knowledge and approach of the Supplier. For the avoidance of doubt it is not expected that the Supplier will prepare a new landscape review for Tier 1 countries, the focus of activity is on the development of a detailed delivery approach using existing information and Supplier knowledge.
63. **Tier 2 country scoping and landscape review:** Prior to beginning project selection and support activities in the five (5) Tier 2 countries, the Supplier will undertake detailed country scoping and planning work including preparing a landscape review. This landscape review should utilise existing evidence (published or made available by the Authority) and, where relevant, identify causal links from upstream UK ICF and other donor funded activities in country. There is no requirement for the example landscape reviews provided for Tier 1 countries to be used as a template for any new landscape reviews in terms of format or content.
64. The structure of the landscape review will include:
 - a) **Policy mapping** – identify upstream action undertaken (e.g., legislative, or regulative changes) to remove barriers to investment in CFA sectors, drawing links with wider ICF activity where appropriate, but also identifying potential residual barriers to investment to inform project selection and risk mitigation.
 - b) **Investor mapping** – understanding the existing and desired investment behaviour of domestic and international investors in CFA sectors and identify underserved sectors where the policy mapping indicates opportunity to mobilise finance.
 - c) **Entrepreneur mapping** – understand the ease of doing business in the country, the extent of project proponents in CFA sectors, either in existing companies or as entrepreneurs, and the readiness of business networks to support the CFA to reach these projects, including those in marginalised or underrepresented communities and populations.
 - d) **Embedding partner mapping** – initial assessment of public and private organisations with likely potential to deliver the CFA markers in the longer-term.
 - e) **Recommendations** – the Supplier will set out how the findings will inform CFA's approach in-country. This recommendation will inform the Authority's decision on whether to approve the launch of CFA 2 in each country.
65. Within six (6) months of contract signature, the Supplier will have established country operations in all eight (8) Tier 1 countries.
66. Within nine (9) months of contract signature, the Supplier will have established country operations in all five (5) Tier 2 countries.

Schedule 2 (Specification), con_8706 CFA2

67. The Supplier, working through its chosen local supplier, will provide country management and operational delivery in each of the countries of focus. The approach to country management and delivery will be commensurate with the tailored CFA approach in each country as determined by the landscape mapping and Supplier methodology. It will likely include country operations, in-country events, local partnership building, stakeholder engagement including officials at Post, as well as country level reporting and team management.
68. **Annual planning cycle:** Once a country has completed its initial Operational Period as defined above, country planning and budgeting will follow the standard annual cycle for Operational planning and delivery as for Workstream A:
- a) Not less than thirty (30) days before the end of the Operational Period, the Supplier will share a detailed workplan for the next Operational Period including detailed outputs and planned delivery dates for each output, Service Levels and Service Level targets for those Service Levels that are agreed annually (see Contract Schedule 10).
 - b) The workplan will be accompanied by a supporting budget for the next Operational Period.
 - c) The annual work planning and budgeting cycle for workstream B will contain a forecasted projection of spend on WSB out to the end of the Contract Term such that the Authority is satisfied that the Supplier has enough budget left in WSB to deliver the Contract Services and the required Contract Volumes in terms of projects supported for the Contract Term. The Supplier will manage the trade-offs that any Operational Period budget has on future Operational Period budgets.
69. The annual budgets for each country are likely to vary significantly between countries as these will depend on the size and nature of CFA in the country and the projects being supported. The country-level breakdown of the budget at a high level will be included in the annual budget provided to the Department for review and approval.
70. The Supplier will agree budgeting approach based on an agreed rate card with each country that is related to the workplan for that country.
71. The Supplier will agree with countries how frequently their budgets are refreshed and whether they will have subcontracts based on time and materials or fixed price milestones. The Supplier will manage the budget and contract duration with their subcontractors to ensure the contract KPIs are delivered and will ensure that negotiations with subcontractors demonstrate value for money for the Department.

Element 10 – Project selection

72. The Supplier will provide tailored support to the number of projects agreed in schedule 10 over the duration of the initial contract term. This Element sets out the Authority's requirements regarding the selection of projects across all countries where CFA 2 is delivered.
73. The Supplier will deliver a targeted and evidenced-based approach for project pipeline development that aligns with the findings of the country-level landscape review and meets the programme requirements on project size. The project pipeline will be screened for suitability and selected projects will enter CFA cohorts to receive support. Criteria for project selection include but are not limited to:
- a) Suitable enabling environment for the project such as evidence of the national government having taken action to improve the environment for investment. For example, removing barriers to electric vehicle imports, or removing petrol/diesel

Schedule 2 (Specification), con_8706 CFA2

subsidies better enable the investment environment for projects seeking to reduce transport emissions.

- b) Evidence of investor interest in the sector.
 - c) Projects align with CFA sectors (see Paragraph 24) and overall align with CFA requirements in terms of size of investment sought and level of project maturity.
 - d) Demonstrates climate mitigation potential in line with delivering NDC.
 - e) The leadership of projects selected will, to the extent practicable, be broadly representative of the populations or state (see below for more detail).
 - f) Financially, reputationally and technically credible. The Supplier will carry out due diligence on all shortlisted projects to ensure that they and their associated organisations/parent companies are appropriate recipients of HMG funds. This includes that, where relevant, measures are in place to identify any significant negative environmental impacts associated with the project and that, where possible, proportionate steps will be taken to avoid or otherwise mitigate the same.
74. Given the Authority requires high-volume delivery, the Supplier will deliver a project selection approach that is efficient and maximises the time available for project support periods whilst minimising delivery down-time.
75. The CFA has established a strong reputation for supporting projects to identify and develop opportunities that promote GEDSI outcomes. Mainstreaming GEDSI into the programme is fundamental to CFA 2, including by identifying and supporting project proponents from marginalised or disadvantaged communities and populations to participate in the CFA. The Authority and Supplier will agree annual targets for the number of women-led or women-owned businesses and number of proponent teams that are representative of the country's demographic and social diversity. Milestones will be stretching and reviewed on an annual basis.
76. The Suppliers project sourcing approach will include an efficient process for Post, the Authority, and where required the independent adviser, to review the final shortlist of selected projects, plus projects that could be selected subject to any further clarifications. HMG may decline accepting a CFA project at its discretion. Projects will only be notified of selection after this review.
77. Regardless of how the Supplier chooses to select projects to participate in the CFA, there are likely to be high-quality projects that are not selected to receive CFA project support. This could be, for example, because they are too early stage for the CFA, or seeking investment that is not consistent with the CFA's parameters. Where these high-quality projects exist, the Supplier will refer them, alongside CFA 2's expert assessment of them, to relevant climate finance mechanisms.
78. Where a project applies to and/or is selected for support, the Supplier will sign a suitable arrangement with the project. This should outline the nature and limits of the support that may be provided to them, how their data (including personal data and confidential information if any) will be captured, processed, stored and shared and any procedural requirements to comply with Subsidy Control Act 2022 if required. In signing this arrangement the Supplier will ensure they are compliant with the privacy statement provided by the data controller.

Schedule 2 (Specification), con_8706 CFA2

Element 11 – Provision of project specific support

79. This Element sets out the Authority's requirements regarding the provision of project specific support to selected projects. This covers all engagement with, and support provided to, projects from the point they are selected to receive CFA support through to the end of the contract term. This should include:

- a) **Delivery volume and geographical balance:** The Supplier will provide support to the number of projects agreed in schedule 10 that are consistent with the selection criteria described in Element 10. This should include a delivery forecast outlining the delivery profile over the contract term, broken down by country. The supplier should not assume a tapering of delivery in the final years of the Contract, noting that there are options to reallocate budget from countries where embedding has successfully occurred – either to Tier Two countries or to Tier Three countries.
- b) **Provision of expert support:** Linking to the selection of local suppliers, as described in Element 2, the Supplier will ensure that each project has relevant and tailored expert financial, GEDSI, climate and environment, and technical support relevant to their specific technology or thematic area. Support will aim to improve business propositions and ability to engage with investors. It will be for the Supplier to define the nature of support that will be provided to projects, including, but not limited to, a compelling offer on the number and nature of direct engagements with experts and subject matter experts. The support provided should address gaps in the project's capability that would otherwise inhibit or hinder its ability to secure investment. The Supplier is invited to set out whether additional support (beyond Financial, GEDSI, and Climate and Environment, and Technical) should be provided.
- c) **Project 'tear sheet':** Following receipt of tailored support, the Supplier will ensure that each project prepares a 'tear sheet' that is of sufficient quality to be shared with investors. The template of this tear sheet should be standardised across all CFA 2 projects, and the Supplier should hold a catalogue of CFA 2 project tear sheets that can be shared with interested investors upon request. Financial details relevant to investors include:
 - i. Track record (3-5 years) of revenues and profitability
 - ii. Capitalisation (valuation)
 - iii. Fund raising history (equity, debt, other)
 - iv. Current investors and shareholding structure
- d) **Cohort learning:** Anecdotal evidence from projects participating in the current CFA delivery phase illustrates the value of cohort learning benefits. The Supplier will maximise the opportunities of cohort learning, both when selecting projects, but critically while projects are receiving the tailored financial, GEDSI, climate and environment, and technical support.
- e) **In-country event:** A critical element of the programme is the in-country event, which brings together relevant programme stakeholders (supported projects, relevant investors, and relevant policymakers). The in-country event is an opportunity for the projects to directly engage investors, receive their feedback and take the next step on their journey to secure investment. It is an opportunity for investors to see exciting entrepreneurial projects that are taking advantage of an enabling investment environment. It is also an opportunity for policymakers to understand the market dynamics and to inform further policy decisions. The

Schedule 2 (Specification), con_8706 CFA2

Supplier will deliver high-quality in-country events that help achieve the programme's objective of mobilising investment for CFA supported projects.

- f) **Participant feedback:** Receiving feedback from programme participants is core to the programme learning lessons and continually seeking to improve. Feedback from participants is part of the measurement of some Service Levels as detailed in Contract Schedule 10 (Service Levels). The Supplier will request feedback from supported Projects following the completion of their support, and from investors. The Supplier will agree with the Authority the most appropriate time and method for obtaining feedback, which should be calibrated to maximise responses. The Supplier will agree the questions with the Authority during the Implementation Period and, where relevant, with the Independent Evaluation Partner.
- g) **Alumni networks:** Delivery to date has illustrated the value of developing and using project alumni networks both to support learning with current projects, but also to demonstrate to investors at in-country events that equivalent or similar projects deliver investment returns. The Supplier is required to explain how they will develop and manage an alumni network and use it to improve delivery of the programme overall.
- h) **Additional project support:** For some projects, the support provided prior to the in-country event is sufficient to build that project's capability sufficiently to secure investment. However, for other projects, there may be a need for access to further, very light touch, support following the event. The Supplier is required to explain how it will identify such projects, and the nature of the additional support it proposes to provide.

Element 12 – Sustainable embedding of the CFA markers within local financial ecosystems

- 80. This Element sets out the Authority's requirements regarding sustainably embedding the markers of the CFA methodology as part of a country's climate finance ecosystem. The Authority is outcome focused and welcomes country specific and relevant approaches. Embedding is defined as the locally-led sustainable and sustained delivery of the markers of the CFA methodology once UK Government funding ceases.
- 81. Delivery to date suggests embedding partners can be drawn from a wide range of stakeholders, including Multinational Development Banks, national government ministries or their agencies, commercial international banks, non-governmental organisations, and newly formed organisations established specifically to deliver the markers of the CFA methodology.
- 82. Learning from delivery to date suggests the Supplier and local supplier will work together to deliver the following activities:
 - a) Develop an embedding plan at the outset of delivery in all countries that is reviewed following each in-country event and prioritises engagement with potential embedding partners based on learning from delivery to date.
 - b) Develop a prospectus that can be easily tailored to specific stakeholders that provides an overview of roles and responsibilities associated with taking on delivery of CFA markers once UK Government funding ceases. The Supplier and

Schedule 2 (Specification), con_8706 CFA2

local supplier will tailor the prospectus for proactively engaging with potential embedding partners who are identified as a priority, and review and refine the template prospectus accordingly.

- c) The Supplier and local supplier will work with a broad range of stakeholders, including Partner governments, to enable the continued delivery of the markers of the CFA methodology once UK Government funding, noting the Authority views this as a key indicator of CFA 2 delivering a sustainable outcome.
- d) Where a potential embedding partner expresses a desire to embed delivery of the CFA markers in their organisation, the Supplier and local suppliers will provide opportunities to shadow and/or co-lead the CFA process, including capacity building workshops, to build their internal capability ahead of handing over delivery of the CFA markers.
- e) Once delivery of the CFA markers has been embedded, the Supplier and local supplier will be available to provide limited ad-hoc expert support to the new embedding partners where needed to provide assurance that knowledge has been transferred to the fullest extent reasonable.
- f) While the Authority acknowledges the need for a contextually relevant approach, the Supplier will share lessons drawn from the embedding process in other countries. The Authority also acknowledges that it is possible, and potentially desirable, that the markers of the CFA methodology are adopted, and delivered, by multiple in-country hosts. The opportunity for this circumstance will become known during stakeholder engagement, but the Supplier and local supplier will be prepared for this possibility.
- g) Once an embedding partner is identified, the Supplier will negotiate and sign with that partner an MoU that details the nature of the relationship between the CFA programme and the embedding partner. This MoU will include the nature of the documents and CFA materials that the embedding partner will receive and the nature of the support that the Supplier will provide to the embedding partner. It will include how their data (including personal data and confidential information if any) will be captured, processed, stored and shared and any procedural requirements to comply with the Minimal Financial Assistance (MFA) exemption of the Subsidy Control Act (2022). In signing this arrangement the Supplier will ensure they are compliant with the privacy statement provided by the data controller. The Supplier will, in the drafting of these MoUs, comply with instructions from the Authority with respect to the provision of licences to use intellectual property owned by the Authority and the use of the CFA brand. The Authority will not be a participant in these MoUs unless there is an exceptional reason why such participation is required.
- h) **Global network:** A global network of organisations delivering the CFA markers will create broader opportunities for learning lessons and sharing best practice, increasing the likelihood of securing the participation of international investors, and create the environment for evolving the programme in the longer term. The Supplier will develop a proposal for delivering a global network of organisations delivering the markers of the CFA methodology, will agree this proposal with the Authority within twelve (12) months of Contract signature, and establish the global network by the end of the contract term. This global network will have due regard to information sharing protocols, use of CFA intellectual property including the CFA

logo and brand, and governance procedures to ensure a consistent application of the CFA approach. The final policy approach on these matters will be agreed between the Authority and Supplier within eighteen (18) months of the Effective Date of the Contract.

Part C: Governance

Roles and responsibilities

83. The following section provides a clear guide for roles and responsibilities regarding input to, and delivery of, the reporting, governance, and programme management requirements as described in Element 7 and Element 8.
84. DESNZ has overall responsibility for decision-making and strategic direction setting for CFA 2, and will:
 - a) Chair biannual advisory Steering Committees (see Element 8 – biannual CFA Steering Committee).
 - b) Provide contract oversight to understand Supplier financial and delivery risks and opportunities (see Element 7 – quarterly contract management).
 - c) Monitor day-to-day delivery through regular calls and meetings with the Supplier, MEL supplier, local suppliers, and FCDO Post colleagues. This will be supported by progress reporting and meetings as outlined in Elements 7 and 8. The Authority anticipates attending a selection of in-country events and meetings as necessary at its discretion and at its own expense.
 - d) Together with FCDO colleagues at Post, review the shortlist of projects selected for support in each country and veto any projects that the Authority determines are unsuitable for CFA support at its discretion, the Authority's decision being final.
 - e) Review and approve Operational Period workplans and budgets.
 - f) Review and approve CFA 2 outputs, e.g., evaluations, knowledge products, and MoUs with key partners.
 - g) Review and approve financial reporting, processing payments on receipt of invoices and evidence of need.
 - h) Complete an annual results collection and annual review process (see Paragraph 130).
85. The global supplier is responsible for managing delivery of the programme and will:
 - a) Deliver this Statement of Requirements in line with their proposal and contract schedules.
86. The Evaluation Partner (if contracted separately by DESNZ) will:
 - a) Review and input into Theory of Change and Logframe development, as well as the metric to assess ICF Key Performance Indicators.
 - b) Collect and collate data to report against agreed Logframe indicators.

Schedule 2 (Specification), con_8706 CFA2

- c) Review and input into the design of KPI 15 methodology.
- d) Produce a workplan, risk register, management plan, budget, and plan to evaluate the programme's performance, including conducting a GEDSI analysis and VfM analysis.
- e) Interact regularly with the global supplier (for instance through monthly meetings), to inform the evaluation work and avoid duplication of work.
- f) Evaluation deliverables will include producing one mid-term evaluation, one final impact evaluation, four country case studies and three thematic case studies.
- g) Effectively disseminate learning throughout the programme's lifetime in collaboration with DESNZ.

87. An independent CFA advisor (contracted separately by DESNZ) will provide:

- a) Expert advice on in-country market maturity, availability of bankable projects, and suitability of the enabling environment to inform country selection process.
- b) Strategic guidance to in-country processes and wider programme implementation.
- c) Links to financiers, helping secure participation at events.
- d) Participation and facilitation in CFA workshops, as required.
- e) Participation in the CFA Advisory Board.
- f) Support to the CFA embedding process.
- g) Support to source funding both in-country and globally and thinking holistically about the future of CFA.

88. FCDO Post colleagues will:

- a) Provide assurance that CFA is aligned and complementary to wider UK ICF and other donor activities in-country.
- b) Inform the project selection process.
- c) Support risk management by reviewing against local delivery risks and opportunities.
- d) Advise and assure selection of local Suppliers.
- e) Support identifying embedding partners.
- f) Provide steers on local engagement and communications, including for sourcing projects.
- g) Engage the Supplier and local supplier(s) to organise and host in-country events.

89. The Steering Committee, chaired by DESNZ and supported by a Terms of Reference, is attended by senior representatives from seven leading organisations within the investment and green finance community. The Committee is an advisory function, providing strategic direction and helping to link CFA with the wider landscape. The representatives provide expert perspectives from commercial banks, asset managers, private equity, investment managers, and the Green Finance Institute – providing coverage across the different types of climate finance CFA supports.

Part D: Milestones and reporting

Delivery milestones

90. Table 6 lists the major delivery milestones for the initial contract term. Table 7 presents an overview of the reporting requirements and their planned frequency.

Table 6: Major programme delivery milestones

Element	Deliverable	Deadline post Contract signature
1	Inception plan agreed between Supplier and Authority.	Within 20 working days
1	Transition period completed.	Within twelve weeks
1	Requirements of the first 3 months of the Implementation Period (see Element 1).	Within three months
1	Requirements of the second 3 months of the Implementation Period (see Element 1).	Within six months
2	CFA 2 established in Tier One countries. “Established” means that the country team is in place, scoping/research/required landscape mapping is complete, country-level approach, methodology and focus is agreed including the initial route to sourcing projects and project sourcing has commenced.	Within six months
3	Customer Relationship Management tool is fully functional.	By 31 st March of the year following contract signature.
9	CFA 2 is established in the all five Tier 2 countries. “Established” means that the country team is in place, scoping/research/required landscape mapping is complete, country-level approach, methodology and focus is agreed including the initial route to sourcing projects and project sourcing has commenced.	Within nine months
5	Fully functional website is online.	By 31 st March of the year following contract signature.
5	CFA Handbook developed and published.	Within twelve months
12	Strategy for developing a global network of affiliate embedding partners who are delivering the CFA markers is agreed between the Authority and Supplier.	Within twelve months
6	A Programme Completion Report is produced.	End of contract term
12	Global network of affiliate embedding partners is established.	By end of contract term

Table 7: Programme reporting frequency

Element	Deliverable	Frequency during Contract term
3	Stakeholder Engagement Strategy review	Annual
3	Maintenance of CRM tool	Throughout delivery
5	New knowledge product published	As agreed in schedule 10
6	Update the lessons learnt log	Throughout delivery
7	Progress summary and meeting	Weekly

Schedule 2 (Specification), con_8706 CFA2

7	Monthly call with DESNZ, Post and local delivery modality	Monthly
7	Contract Management report and meeting	Quarterly
7	Share portfolio overview	Quarterly
7	Share CRM tool data run	Quarterly
8	Contract Review Meeting	Annually
7	Produce an annual delivery plan	Start of each Contract Year
8	CFA Strategy Group	Monthly
8	CFA Steering Committee	Biannual
8	Review and update GEDSI Action Plan	Annually
Part C	Produce an annual report	After each Contract Year
Part C	Input results into the Logframe	Annually

Part E: Social Value

91. The Contract will focus on the Social Value theme of tackling economic inequality. This is the theme that is most closely related to the project objectives and context in EMDEs.
92. Commitments are expected in each of the two model award criteria outlined below. KPIs for social value have been left purposefully flexible as suppliers will propose KPIs and targets that link to their own social value plans. Social Value KPIs will be proposed by the Supplier in their tender response and monitored during contract delivery.

Schedule 2 (Specification), con_8706 CFA2

Table 8: DESNZ priority social value themes and criteria for CFA 2 (adapted from the social value model³)

Theme	Outcome	Model Award Criteria (MAC)	Sub-Award Criteria / Focus areas for CFA 2
Tackling Economic Inequality	Increase supply chain resilience and capacity	MAC 3.1 Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.	- Activities that create an appropriate, collaborative and diverse supply chain (including sub-contractors where appropriate) to deliver the contract. Particularly, that it is inclusive of country-based partners in order to ensure long-term, sustainable capability is established in CFA countries. This should include, where relevant to the Supplier's own delivery approach for the contract and the supplier's own proposed delivery modalities, the involvement of: micro, small and medium-sized enterprises; local organisations/experts, local universities, organisations representing/led by marginalised groups. For the avoidance of doubt Suppliers are not expected to include all of these only those that are relevant to the Supplier's delivery approach. - Activities that demonstrate a collaborative way to work with a diverse range of businesses as part of the supply chain including capacity building support for smaller local and national partner organisations. - Activities that create clear opportunities for accessing, supporting and developing local knowledge in the delivery of the contract including the use of locally-hired staff. - Activities that support the growth and development of local staff to further build lasting capacity in-country.

³ <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

Schedule 2 (Specification), con_8706 CFA2

Theme	Outcome	Model Award Criteria (MAC)	Sub-Award Criteria / Focus areas for CFA 2
		MAC 3.4: Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.	- Measures (beyond contractual obligations) to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible. - Activities that support local organisations in the supply chain with the development of their own responsible practices and policies, including where relevant, organisational carbon reduction plans, strengthening of environmental and social safeguards and duty of care for staff.

Part F: Resourcing and Staffing

Supplier resourcing

93. The Supplier will maintain a fully resourced and appropriately skilled delivery team throughout the contract term. The delivery team will have the breadth of skills and capabilities needed to deliver the CFA's objectives, including appropriate programme management, technical (including the financial, GEDSI, climate and environment, and technical support relevant to the CFA sectors – see Element 11), and international development expertise.
94. Staff delivering the programme must have the skills and experience required to deliver the methodology and scope of activities proposed by the Supplier to deliver the Statement of Requirements. The team should clearly reflect the Supplier's approach. In general terms, notwithstanding the specifics of a Supplier methodology, the required skills and experience are:
- a) Programme and project management:
 - Ability to set up and manage subcontractors.
 - Ability to identify, monitor and mitigate risk at the project and portfolio level especially delivery, fraud, modern slavery, and safeguarding risks.
 - Ability to conduct due diligence effectively of subcontractors and projects.
 - Ability to design effective activities with clear outputs and outcomes.
 - Ability to provide clear and succinct reporting to the Authority.
 - The experience and capacity to accurately forecast, track, and monitor budgets, assess value for money of options and accurately invoice the Authority.
 - Strong knowledge and record management systems to ensure delivery continuity.
 - Ability to deploy and manage staff overseas, including all logistical and travel arrangements, insurance, performance management, security, and duty of care.
 - Ability to oversee and manage quality and performance across a diverse country portfolio.
 - Ability to work transparently and constructively with other DESNZ appointed contractors (namely the CFA Advisor and Independent Evaluation Partner).
 - Portfolio management and learning: supporting coordination, synergies and learning across and between countries.
 - Communications and digital expertise, including the management of websites, and an ability to communicate technical issues and lessons in simple and engaging ways to a variety of audiences.
 - The ability to monitor the results of a complex multi-country programme, including collecting relevant data and reporting results against a logical framework.
 - b) International development:
 - Ability to robustly manage HMG funds, including Official Development Assistance.

Schedule 2 (Specification), con_8706 CFA2

- Experience of running international development programming and/or other large international programmes, particularly similar programmes (e.g., global programmes, capacity building/ technical assistance, private sector, finance and/ or climate change-related work).
- Experience and ability to manage programming in an adaptive way in complex political economies globally.
- Ability to build a relationship with and work alongside HMG officials in DESNZ and at Post (FCDO) as well as other relevant stakeholders.
- Ability to bring together a suite of different overseas offices and/or subcontractors to deliver a coherent programme across multiple countries.
- Ability to achieve positive outcomes for programme beneficiaries in line with HMG policy objectives.

c) Local context

- In-depth understanding of the political economy and investment context of Tier 1 and Tier 2 countries.
- Ability to access regional and local-level knowledge relevant to the successful delivery of the CFA markers.
- Demonstrable access to a network of stakeholders relevant to the successful delivery of the CFA markers, including policymakers, project proponents, and relevant investors in the sectors of focus in the country or region.
- Ability to provide expert support, based on technical skills and experience, including financial, GEDSI, climate and environment, and technical support relevant to the specific technology or thematic area of the projects selected. Financial support includes providing support on business model development, financial structuring, modelling, and fundraising.
- Ability to mainstream Gender Equality, Disability and Social Inclusion considerations into project support.

95. The requirement envisages three different types of staffing requirements:

- a) Programme resource – those needed for day-to-day running of the programme and requirements of Workstream A.
- b) Country-level resource – those needed for in-country operations and delivery under Workstream B.
- c) Technical expertise that is needed to provide technical assistance to the projects under Workstream B.

96. While these have been described separately to ease understanding, the Supplier may combine roles (i.e. have programme managers that are also technical experts) or integrate the two types of staffing within team structures. Crucially, it is the activities carried out by individuals that are important in terms of the split between whether they are funded by Workstream A and Workstream B, not the person themselves. For the avoidance of doubt an example of this may be an individual that is largely focussed on programme delivery under Workstream A but also has a specific sectoral expertise offered to a project, with that time funded under Workstream B. Double counting, i.e. the same time being funded by both workstreams, or funding of Workstream A activities through Workstream B to manage budgets will not be tolerated. The Authority reserves the right to request evidence if poor practice is suspected.

Schedule 2 (Specification), con_8706 CFA2

97. As described, the Authority envisages the CFA being used as a 'platform' for other departments to fund delivery of CFA outputs in Tier 4 countries and other countries that DESNZ is not funding. The Supplier will be able to scale the delivery team to enable delivery of the CFA in additional countries. Where discussed and agreed between the Parties, the Supplier will deliver the modification options (see Contract Schedule 31 (Buyer Specific Terms)), and, when requested will provide evidence how it will resource these delivery opportunities, and their underlying assumptions to a reasonable timetable agreed with the Authority.
98. The Supplier will inform the Authority of changes in personnel for information purposes and maintain a personnel change log throughout the life of the contract. Aside from named Key Staff in the contract the Authority will not approve staff changes on a routine basis. Where staff change, project delivery staff will be replaced by alternative personnel with the same levels of skills and experience as those detailed in the tender response for certain roles. Where the Authority has concerns about this, these will be raised to the Supplier for discussion and the Authority may request that personnel is changed or that a lower rate is charged.
99. For the purposes of this Contract, Key Staff are defined in schedule 29 of the contract.
100. The Supplier will identify a single named point of contact through whom all the Supplier's enquiries can be directed. The individual will be suitably empowered to respond autonomously to business-as-usual queries relating to the programme. The Authority will assign a Programme Manager to the project, who will be the primary point of contact for the Authority.
101. The Supplier will have the means and network to access additional relevant resources and expertise at pace to respond to the needs of CFA projects once identified.
102. The Authority has identified as a risk that over the duration of a long-term contract there can be a reduction over time in the quality, experience-level and skills of the individuals working on the Contract as team members are replaced. The Supplier will guard against this and will provide implement measures to mitigate and manage this risk.

Country-level delivery and resourcing

103. The delivery model at the country level may be any combination of global offices of the lead Supplier, local SMEs and individual technical experts. The structure of the local delivery modality may vary by country.
104. All staff engaged by the local supplier will have demonstrable experience, capability, and capacity to effectively deliver the CFA's objectives. This includes the staff of a local office of the Supplier, where this is appointed as a local delivery route. It is not enough for an organisation simply to have a presence in a country, the staffing of the local team must reflect that the skills, experience, and network to deliver the CFA exist in the local delivery modality and that the staff are based in-country.
105. In exceptional circumstances, and only with the approval of the Authority, work in a country may be delivered directly by international staff from the global delivery partner. Such an approach would be considered where there is no local office and/or no suitable local subcontractor available.

Resourcing flexibility

106. As set out in this Statement of Requirements, CFA aims to be an adaptive and flexible programme, which will require some flexibility in Supplier resourcing. This includes managing staff turnover and recruiting replacements in good time when people leave.
107. The CFA may expand during the Contract period, as set out in Contract Schedule 31 (Buyer Specific Terms). The Supplier must therefore have a suitable approach to flexing their staff

Schedule 2 (Specification), con_8706 CFA2

resource, potentially growing teams, to allow for this. If additional funding is provided for the programme, staff requirements will be negotiated as part of the modification process.

108. The Supplier Proposal will include the Supplier's approach to staffing, including day rates of staff. However, the Authority acknowledges that changes to staffing arrangements may be necessary during the Contract period based on lessons learned during delivery. The Supplier will be able to make changes to team structures (in line with contract T&Cs and commercial conditions), as long as these changes are justified, services are provided and value for money is maintained for the Authority, in line with the Supplier's Proposal submitted as part of the tender response.
109. In managing and budgeting for resources for CFA 2 throughout contract delivery, Suppliers will budget against the following job families for staff outlined in Table 9. Rate cards will offer a maximum rate for the relevant job family.

Table 9: CFA 2 Job Families

Job family	Years of experience	Notes
Programme oversight	15 years +	This job family typically covers experienced senior-level assurance and responsibility for a contract within an organisation. This typically includes positions such as Partner, CEO, COO, Managing Director.
Programme leadership	10 years +	This job family covers positions delivery for leading a whole programme. Responsibilities will include setting up strategic directions to the programme team and interacting with FCDO leads and any identified stakeholder (Governments / Industry / Institutions / Ministries etc). These positions typically include positions such as Programme Directors, Team Leaders, Senior Consultation, Principal Consultant.
Senior programme delivery	5-10 years	This job family covers middle-management and delivery positions required for the execution/delivery of programmes and related team management. The roles require effective co-ordination of the programme's programmes and management of their inter-dependencies including Risk/Financial and Contract Management control. It typically includes positions such as programme managers, finance managers, and junior/graduate advisers.
Junior programme delivery	Less than 5 years	
Programme support and administration	n/a	Programme assistants provide administrative support in a variety of office settings (including "in country" and "back office"). General administrative duties for programme assistants are often clerical in nature. They gather information, control documents and maintain records, schedule meetings, prepare necessary materials and compile reports, invoices etc. Duties can also involve computer work i.e. logging data, creating charts and updating websites. Programme support duties include gathering information from programme team members, reporting or investigating concerns and performing research. Programme assistants also keep programme plans up to date, allowing programme managers to get a clear view of a programmes current

Schedule 2 (Specification), con_8706 CFA2

		status. Programme assistants also develop methods to coordinate and manage data and reports.
Technical expert	n/a	Technical advisors are recognised subject matter experts who are appropriately qualified in their particular fields of knowledge and hired to provide detailed information and advice to the wider team, in the successful delivery of the programme.

Part G: Delivery requirements

Value for money

110. The delivery partner will be expected to not only apply VFM considerations to their own work and contract but to also emphasise the importance of VFM down the delivery chain. The Supplier will effectively assess, scrutinise, and, where relevant, challenge consortium members'/sub-contractors', costs, budgets and approaches to VFM prior to and throughout delivery, and incorporate appropriate VFM metrics to measure VFM where feasible.
111. The Independent Evaluator may be asked to carry out programme-level VFM evaluations and the Supplier is required to contribute information, analysis, and views towards any such work.

VAT and Taxes

112. The budget includes all VAT and taxes including UK and overseas VAT and taxes. There is a possibility that parts of this Contract, including the Supplier's costs for delivering the programme and any subcontractors where services are delivered outside of the UK, is Outside the Scope of UK Value Added Tax (VAT) due to the place of supply rules. As such, any UK VAT suffered by the Supplier in the course of delivering the programme may be recovered as input tax, subject to the normal rules of recovery. It is the Supplier's responsibility to establish its taxation position in the UK and any countries CFA operates in and budget and charge accordingly within the contract value to ensure it meets its obligations. The Authority will not offer tax advice nor be able to make additional budget available during the Contract Term to cover taxes and VAT obligations. Local taxes may be applicable in the countries of delivery.

Compliance with local laws and regulations

113. The Supplier should always give due regard to any domestic legislation or guidelines in partner countries that could affect the implementation of this programme, e.g. the recently amended Foreign Contribution Regulation Act (FCRA) 2020 in India. The Supplier will have knowledge of the working conditions when working within CFA priority countries and understand any restrictions or legislation relevant to operating there. The Supplier will also have access to legal

Schedule 2 (Specification), con_8706 CFA2

advice to help them successfully navigate local restrictions or legislation as required from time to time. In-country staff, the Supplier or Subcontractors must have the required licences or registrations to operate in CFA countries.

Due diligence

114. During the tender process and before contract signature the Authority will carry out due diligence on the Supplier. This will include a Delivery Partner Review (DPR). This is an independent assessment of the organisation's suitability to deliver CFA 2 and manage public funds. The likely outcome of the DPR is a set of recommendations for improvements. These will be discussed between the Authority and Supplier to create an agreed action plan. The Supplier will deliver the agreed action plan relating to the Authority's due diligence on them.
115. The Supplier is required to perform appropriate due diligence on all subcontractors or other partners involved in contract delivery. All due diligence assessments should be stored securely. Due diligence assessments are not a one-off process and should be revisited and linked to other risk assessment and management tools. The Supplier will maintain a register of sub- contractors and consultants showing the due diligence that has been performed, any risks identified and the mitigations that have been taken. Any significant risks, including those that may pose a potential reputational risk for CFA, DESNZ, the Supplier or any beneficiary of CFA, or may result in the misapplication of funds must be escalated to the Authority.
116. The Supplier will carry out the necessary due diligence on potential CFA projects and their proponents to assess whether they are appropriate beneficiaries of UK Aid.

Subcontracting

117. It may be necessary in the delivery of this programme for the Supplier to subcontract other Suppliers. The Supplier will need to set up and manage their own subcontracts. The Authority will not be a party to these agreements. Whilst any subcontracts should flow down necessary terms and conditions to the subcontractor such that the Supplier is able to fulfil its contractual obligations to the Authority this should be proportionate to the services they are delivering, associated risks and the local market within which the subcontractor operates. This may be particularly relevant with respect to insurance requirements and liability caps.
118. Disputes or grievances that may arise in the supply chain should be managed fairly in accordance with the Supplier's own policies and procedures.
119. Subcontractors will be presented in the tender response but may be changed during the course of the contract due to performance, changes in need or changes in country focus in accordance with the requirements of the contract. Although DESNZ and Post may take a view on suitable subcontractors and provide advice on this particularly where especially politically sensitive, final selection, contracting, management and performance management of all subcontractors will be the full responsibility of the Supplier and they will be accountable to DESNZ for the performance of their supply chain.
120. Certain Service Levels may be flowed down to subcontractors where they contribute to their achievement. However, in line with our objective and social value objectives of building local capacity, Service Credits will not be flowed down to local SMEs.
121. The Authority will not take a role in subcontractor management but officials in the UK and at Post will have contact with subcontractors both with and without the Supplier present. This will be required for delivery in-country. DESNZ's other related contracts (Evaluation partner and independent advisor) will also have contact with subcontractors. Where the Supplier makes

Schedule 2 (Specification), con_8706 CFA2

certain commitments for Social Value relating to initiatives in their supply chain the Department may choose to verify this during the contract term directly with subcontractors.

Subsidy Control

122. The Supplier will take necessary steps to assist the Authority to comply with the Subsidy Control Act 2022 with respect to the assistance provided to CFA supported projects. The Supplier will collect such information about CFA projects and the support provided to them as the Authority may require to enable this. This may include but not be limited to:

- a) Information relevant to potential impacts on trade and investment for the purposes of the Act, i.e. whether the support has, or is capable of having, an effect on -
 - (i) competition or investment within the United Kingdom,
 - (ii) trade between the United Kingdom and a country or territory outside the United Kingdom, or
 - (iii) investment as between the United Kingdom and a country or territory outside the United Kingdom.
- b) Whether the value of the support to any one entity is likely to exceed £315,000 over a three-year period.
- c) Details of all/ any subsidies/ grants a beneficiary has received over the applicable period.
- d) Whether an individual grant to a beneficiary is likely to exceed £100,000.

Safeguarding

123. The Supplier will agree CFA-specific policies for managing and mitigating safeguarding risks within the Programme that align with the [Common Approach to Protection from Sexual Exploitation, Abuse and Harassment](#) (CAPSEAH), a new blanket policy developed by a multi-national group of aid agencies including FCDO and UK International Development. This CFA-specific policy will explain how incidents will be managed and recorded by CFA local suppliers and stakeholders, how incidents will be reported to the Authority, and assurance on how the Supplier will act to maintain safeguarding practices that align with industry best practice throughout the duration of the contract.

Whistleblowing

124. If during delivery the Supplier finds any risk of wrongdoing by the CFA programme or an associate of the programme, or any safeguarding complaints or incidents, these need to be reported to the DESNZ ICF Portfolio Management Office immediately. In the first instance, report to the DESNZ programme lead who will contact the safeguarding lead. If it is inappropriate to raise concerns of misconduct or you do not feel comfortable reporting to the CFA programme lead, you should report it to the DESNZ ODA Reporting Concerns inbox at odasafeguardingconcerns@DESNZ.gov.uk.

125. Whistleblowing is taken very seriously; DESNZ treat every issue with the utmost importance and every issue will be investigated as a matter of urgency and will be kept confidential. Please email odasafeguardingconcerns@DESNZ.gov.uk for any whistleblowing concerns.

126. DESNZ will follow up safeguarding reports and concerns according to policy and procedure, all while respecting any legal and statutory obligations, including ensuring the relevant

Schedule 2 (Specification), con_8706 CFA2

authorities have been informed appropriately. We will take the appropriate action based on the outcome of the investigation. We will work with the programme and Suppliers to ensure that the appropriate disciplinary actions are applied to those found in breach of policy.

Conflicts of interest

127. A conflict of interest is defined the presence of an interest or involvement of the Supplier subcontractor (or consortium member) which could affect the actual or perceived impartiality of the delivery of this Contract, or to indicate a professional or personal interest in the outcomes from the delivery of this Contract.
128. The Supplier will maintain a conflict of interest register for all organisations and staff employed on the programme and ensure comprehensive systems are in place to avoid real or perceived conflicts of interest between staff/suppliers in the delivery chain and organisations/projects supported by CFA.
129. Where there may be a potential conflict of interest, it is suggested that the Supplier designs working arrangements such that activities and tasks cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the delivery of the Contract, and how these can be structured to ensure an impartial approach to delivery is maintained.

Risk tolerances

130. The Authority has zero tolerance of fraud and corruption, including conflicts of interest. The Authority undertook a full appraisal of programme, commercial and financial risks as part of the business case process. The overall risk profile was found to be major and in line with the Directorate's risk appetite. Risks, and their mitigations, will be reported to the Authority via the programme's risk register. Where risks materialise and are outside of the programme's risk tolerances, the Supplier will promptly notify the Authority.

Annual Reporting

131. The Supplier will use the reports produced in response to the requirements in Element 7 to produce an Annual Report after each contract year that provides a detailed assessment of delivery against the CFA's Logical Framework ("Logframe"). In line with FCDO's Programme Operating Framework ("PrOF") guidance, CFA 2 uses a Logframe to monitor programme performance and progress towards delivering long-term transformational change. CFA 2's draft Logframe is attached at Annex J to the tender.
132. Using the information provided by the Supplier in the various reports described in Element 7, and the Annual Report described above, the Authority will undertake an Annual Review of the Supplier's performance. In addition to evidence provided by the Supplier, the Authority will assess programme progress and quality of deliverables against ICF's relevant technical assistance Key Performance Indicators⁴ and feedback from stakeholders. The Authority will share recommendations of the Annual Review with the Supplier. The Annual Review is published by the Authority on the 'devtracker' website. The Authority will engage transparently and constructively with the Supplier in the preparation of the Annual Review. It is likely the Authority

⁴ Further detail on reported ICF KPIs here: <https://www.gov.uk/government/publications/uk-climate-finance-results>

Schedule 2 (Specification), con_8706 CFA2

may need to make ad-hoc information requests to clarify specific aspects of the Annual Review. The Supplier will provide the requested information within timelines to be agreed with the Authority.

133. In addition to the above, the Supplier will provide an audited statement of programme finances paid for by the Supplier.

Quality assurance

134. The Contractor is required to produce and maintain a quality assurance plan and agreement to follow any reasonable Authority requirements.
135. The Authority does not anticipate providing more than two rounds of written comments on deliverables, (i.e. post-event reports) before final versions are agreed. The Authority's Programme Manager as well as the independent CFA Advisor should be engaged in agreeing the scope of deliverables and can be used to advise on development of the content of deliverables.
136. Quality assurance measures should be factored into workplan timelines, with the Authority anticipating providing written comments within five (5) working days of receiving drafts for review. The Contractor should provide periodic updates on the progress of deliverables, via email or in meetings, to the Authority. If the Authority considers that the quality of deliverables is unacceptable, it reserves the right to request revisions at the expense of the Contractor.

1. Transparency

137. The UK has committed to further improvements in aid transparency in the Development White Paper published 20 November 2023. This builds on previous commitments made in the UK Aid Strategy 2015, where the UK committed to publishing aid spend data in line with the International Aid Transparency Initiative (IATI). The UK and DESNZ have now fully adopted the IATI standard. This means we now expect all our partners that receive Official Development Assistance (ODA) funds from DESNZ, to adhere to these standards by publishing data to the IATI standard. Guidance for partners on what to publish and when to exclude can be found [here](#).
138. As detailed in Element 7, the Authority may request ad-hoc information from the Supplier to inform responses to public transparency requirements.

2. Transfer of knowledge to DESNZ, business continuity and disaster recovery process

139. The Supplier will facilitate the effective transfer of knowledge to the Authority, or a new Supplier during programme closure. This includes the use and provision of all data used for the services (subject to commercial confidentiality considerations) and the transfer of any CFA documents (such as guidance tools, presentations, reports, and templates) for continued use by the Authority in any manner it chooses. Transcripts of all correspondences should also be returned to the Authority. This should also include provision for business continuity and or disaster recovery in the event of a known or unforeseeable event, for example COVID-19.
140. Any data produced by the Supplier will be either securely destroyed or transferred back to the Authority at the end of the contract and stored by the Authority.

3. Continuous learning and improvement

141. As referenced in this Statement of Requirements, the Authority requires the Supplier to adopt the principles of adaptive management. To support this requirement, the Supplier will commit to continuous learning throughout the duration of the contract, and this will be informed by recommendations made by the Authority, local suppliers, and from wider programme

Schedule 2 (Specification), con_8706 CFA2

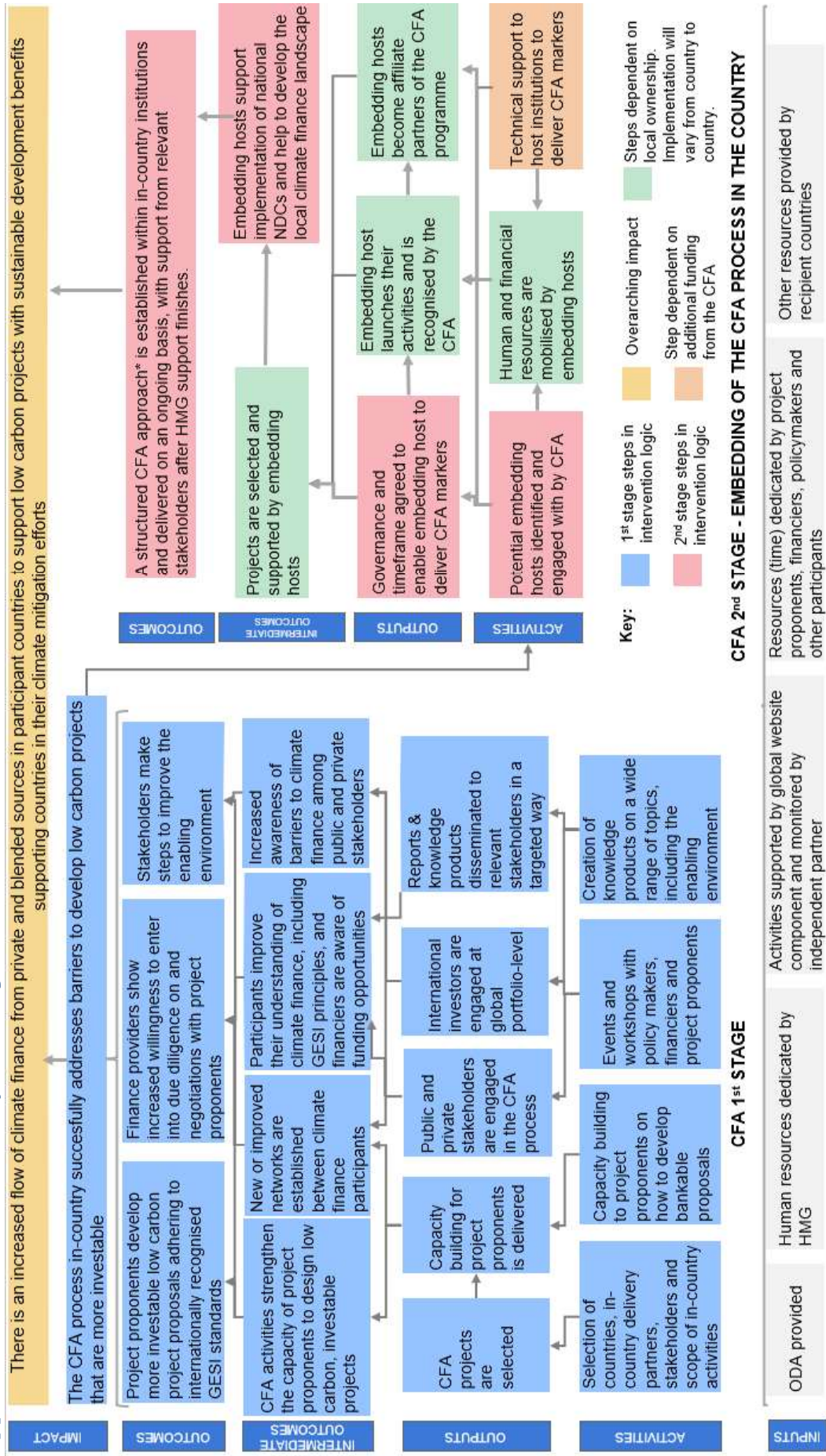
stakeholders. These recommendations will likely arise from the annual review process, recommendations and lessons learnt produced by the evaluation partner, post-event reports submitted by local suppliers, and from the monthly strategy meetings.

142. In line with Schedule 11 of the Contract, the Supplier will produce an annual continuous improvement plan. This plan will detail the measures that will be implemented to drive programme efficiency and effectiveness to meet the objectives of the Statement of Requirements and how service delivery will mature over time. It will include as a minimum:

- Proposed measures to streamline reporting and governance processes
- Quantitative and qualitative efficiencies and how these will be realised and measured
- The risk, cost, reward and net benefit of each proposal and a recommendation on which should be implemented.
- Stretch targets on KPIs that are associated with the above efficiencies and represent a positive evolution of the Services.

Schedule 2 (Specification), con_8706 CFA2

Appendix A: Draft CFA 2 Theory of Change



Appendix B: Embedding policy and status in CFA 1 countries

Over the course of delivering the CFA 1 contract, appreciable progress has been made towards engaging potential embedding partners. The CFA methodology has been adopted by an in-country host in Nigeria and is now being taken forward independently of UK Government involvement or funding. In all other countries in all countries where CFA has been active since 2021, developed conversations with potential hosts are underway.

Feedback from FCDO Teams at Post and CFA in-country stakeholders suggests further CFA support is required to sustainably and successfully embed delivery of the CFA markers in Tier 1 countries. This is necessary to provide both time and evidence for prospective hosts to understand the CFA proposition, observe its delivery method and results, assess fit with their wider organisational priorities, engage with the programme team, identify, and assign necessary resources, and execute the handover.

The Authority is clear that embedding is not a 'one-size-fits-all approach' and that new embedding opportunities may present themselves in Tier 1 countries during CFA 2 delivery. This may include options to embed the CFA within multiple in-country hosts or institutions not engaged to date.

Appendix B Table 1 provides an overview of the current status of embedding activities per country.

Schedule 2 (Specification), con_8706 CFA2

Appendix B Table 1: Status of embedding activities in each CFA 1 country

Country	Launch in-country	Number of graduated CFA projects	Total value sought by graduated projects (US\$m)	Number of CFA projects closing deals	Value of deals closed (US\$m)	Embedding route identified?	Potential embedding partners engaged?	Embedding route confirmed?
Colombia	Pilot in 2018, CFA 1 in 2021	15	433	4	58.5	Yes – in discussion with several institutions	National government, local business association (discussions in progress with both)	No
Nigeria <i>*Not in Tier 1 for CFA 2*</i>	Pilot in 2018, CFA 1 in 2021	12	98.6	-	-	Yes – via the Climate Finance Investment Accelerator (“CFIA”), an independent institution	National government ruled out, only way explored was independent institution	Yes – CFA handed over to CFIA in October 2023. CFIA operating independently of UK Government.
Mexico	2021	22	848	7	138	In discussion with numerous actors (private financial Institutions, other donors)	National government ruled out, discussions ongoing with two local banks, the implementing partner of another donor, and a local university. Some private financial institutions have already been ruled out.	No

Schedule 2 (Specification), con_8706 CFA2

South Africa	2021	43		2,000	6	85.1	Yes – Civil society organisation	National government ruled out, discussion ongoing with a business association and corporates/financial institutions.	No	
Peru	2021	14		239	2	9.1	Interest from public sector and International NGO	Discussions ongoing with a national ministry, a national fund and an international NGO. A local development bank has turned down the proposal.	No	
Türkiye	2021	24		759	4	38.4	Early interest from MDBs and private Financial Institutions	National government has been ruled out. Discussions are ongoing with one MDB, other MDBs, business associations and banks have been engaged in the past.	No	
Pakistan	Q1 2022	15		130.8	3	7	Early-stage discussion with development funds	Discussions are ongoing with two development initiatives/funds, no discussions have been had yet with national government.	No	

Schedule 2 (Specification), con_8706 CFA2

Egypt	Q1 2022	8	31.5	-	-	Too early for discussions	N/A	No
Viet Nam	Q4 2022	9	546	-	-	Too early for discussions	N/A	No
Uganda (Funded by FCDO)	Q3 2023	8	35.5	-	-	Too early for discussions	N/A	No

Appendix C: Terms and Acronyms

1. **The Authority:** The Department for Energy Security and Net Zero
2. **Bankable pipelines:** the ongoing identification and preparation of ‘bankable projects’ (see below) for presentation to, and consideration by, relevant investors.
3. **Bankable projects:** low-carbon climate resilient ‘projects’ (see below) that are attractive to relevant investors with a reasonable expectation of securing investment.
4. **Capacity-building:** the provision of support to develop and strengthen the skills and capabilities of an organisation.
5. **Climate finance supply chain:** An organising principle of the CFA is the concept of a ‘climate finance supply chain’. This is the sequential process of:
 1. Identifying low-carbon projects that can help meet a country’s greenhouse gas (GHG) emission mitigation targets, as well as its economic development objectives, as laid out in its NDC and national plans and priorities.
 2. Developing the commercial structure of these projects to the stage where they can attract primary finance, typically in local capital markets.
 3. Securing this primary finance, which in many instances will involve blended finance techniques.
 4. For projects of a certain scale, and from relevant sectors (e.g. renewable energy, buildings, transport), refinancing these projects into green bonds and similar investment instruments that are attractive to global capital markets.

An efficient supply chain should deliver a reliable stock of bankable projects to local and international finance providers, which is essential if flows of climate finance are to be radically accelerated over the coming decade. However, in many countries, the supply chain is dysfunctional and has critical bottlenecks which need to be addressed.
6. **Bidder:** A company, organisation or entity submitting a tender for this ITT.
7. **Blended Finance:** The strategic use of development finance to crowd in private finance.
8. **CFA:** Climate Finance Accelerator
9. **Col:** Conflict of Interest
10. **Contract Management Plan:** A document to track the management of deliverables under the contract.
11. **Contractor:** the company, organisation or entity that will be awarded the CFA Delivery Partner Contract
12. **COP:** Conference of the Parties – the annual meeting for the UNFCCC
13. **Deals closed/ closing deals:** the point at which a bankable project and investor(s) conclude negotiations that result in a binding agreement for new investment in any form and value to flow to the bankable project.
14. **Defra:** The Department for Environment, Food and Rural Affairs
15. **DESNZ:** The Department for Energy Security and Net Zero
16. **DFIs:** Development Finance Institutions

Schedule 2 (Specification), con_8706 CFA2

17. **Embedding:** the locally led sustainable and sustained delivery of the markers of the CFA methodology once UK Government funding ceases.
18. **FCDO:** The Foreign, Commonwealth and Development Office
19. **GDPR:** General Data Protection Regulation
20. **GEA:** Gender Equality Act
21. **GEDSI:** Gender equality, disability and social inclusion
22. **GFI:** Green Finance Institute
23. **GHG:** Greenhouse Gas Emissions
24. **Global supplier:** see 'Supplier'
25. **HMG:** His Majesty's Government
26. **International Climate Finance (ICF):** a UK Government commitment to support developing countries to respond to the challenges and opportunities of climate change. The UK will spend £11.6bn of Official Development Assistance on ICF between 2021/22 and 2025/26.
27. **Investors:** organisation seeking to put financial resources into projects with the expectation of generating a positive return.
28. **IPR:** Intellectual Property Rights
29. **ITT:** Invitation to Tender
30. **KPIs:** Key Performance Indicators
31. **Local supplier:** a local subcontractor or one of the Supplier's in-country offices or a mixed approach that is based in the country where CFA 2 is delivered.
32. **Low-carbon climate resilient project:** see 'Projects'
33. **M&E:** Monitoring and evaluation
34. **MDBs:** Multilateral Development Banks
35. **MoU:** Memorandum of Understanding
36. **Mobilising finance/ mobilise climate finance:** see 'Deals closed/ closing deals'
37. **NDC:** Nationally Determined Contributions
38. **Official Development Assistance (ODA):** government aid that promotes and specifically targets the economic development and welfare of developing countries.
39. **Phase One/ CFA 1:** CFA delivery through the 2020-2024 business case.
40. **Phase Two/ CFA 2:** CFA delivery through the 2024-2029 business case.
41. **Post/ Team at Post:** The Foreign, Commonwealth and Development Office (FCDO) have a worldwide network of staff working in the UK's interests. Staff based in foreign Embassies and High Commissions are referred to as 'Posts'.
42. **Projects:** The CFA works with entrepreneurs and businesses who create climate-related products and services. For the purposes of this document, CFA proponents applying for support from CFA are termed 'projects'.
43. **Secure investment:** see 'Deals closed/ closing deals'

Schedule 2 (Specification), con_8706 CFA2

- 44. **SME:** Small or medium-sized enterprise
- 45. **SoR:** Statement of Requirements
- 46. **SoW:** Scope of Work
- 47. **Supplier:** organisation contracted by the 'Authority' (see above) and is responsible for providing global management and oversight capacity to deliver the contract obligations.
- 48. **TA:** Technical assistance – defined as “non-financial assistance which aims to strengthen individual and organisational capacity by providing expertise, training and related learning opportunities, research, consulting services and technical data.”
- 49. **Tear sheet:** a document that summarises key information about individual projects supported by the CFA, the primary purpose of the tear sheet is to provide a readily available synthesis of the project to interested investors.
- 50. **ToC:** Theory of Change
- 51. **UK PACT:** UK Partnering for Accelerated Climate Transitions, a flagship UK Government technical assistance programme.

Schedule 3 (Charges)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions). Where the definition refers to the Tender Response, those values are detailed in Table 5 of Annex 1.

Achieved Profit Margin	means the cumulative Supplier Profit Margin calculated from (and including) the Effective Date to the last day of the previous Contract Year;
Anticipated Contract Life Profit Margin	Means the Supplier's anticipated Supplier Profit Margin measured as Gross Profit for the delivery of this Contract over the Contract Period as set out in the Tender Response;
Country	means either a tier 1 or tier 2 country as more particularly described in paragraph 28 of the Specification or any other country as may be agreed by the Parties from time to time;
Price Index	means the price index for each Country as set out in Annex 5 to this Schedule 3 as amended by the Parties from time to time;
Establish	has the meaning given to it as set out in paragraph 61 of the Specification, and "Established" and "Establishing" shall be construed accordingly;
Establishment Charges Cap	means in respect of each relevant Country, the maximum costs and Reimbursable Expenses of Establishing in that relevant Country as set out in Tender Response;
Transition Charges	means the charges to be paid for the Transition Services pursuant to this Schedule 3;
Transition Rate Card	means the rate card for Supplier Staff set out in Table 1 of Annex 1 to this Schedule 3 (Charges);

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

Transition Services	means the services as more particularly described in paragraph 49(a) of the Specification;
Implementation Charges	means the charges to be paid for the Implementation Services pursuant to this Schedule 3;
Implementation Period	has the meaning given to it in Schedule 8 (Implementation Plan and Testing);
Implementation Services	means the services as more particularly described in paragraph 49(b) of the Specification and delivered in accordance with Schedule 8 (Implementation Plan and Testing) of this Contract;
Management Fee Percentage	
Milestone	means Milestone 1 and Milestone 2 and any other milestone agreed between the Parties for the purposes of any Work Plan;
Milestone Payment	means the sum payable in respect of either Milestone 1 or Milestone 2 (as the case may be) as detailed in the Annex 1 to Schedule 8 (Implementation Plan and Testing) or in respect of any other sum payable in respect of any other milestone as may be documented in any Work Plan agreed between the Parties from time to time;
Milestone 1	means the Milestone described as “Milestone 1” in Annex 1 to Schedule 8 (Implementation Plan and Testing);
Milestone 2	means the Milestone described as “Milestone 2” in Annex 1 to Schedule 8 (Implementation Plan and Testing);

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

Milestone 3	means the Milestone described as “Milestone 3” in Annex 1 to Schedule 8 (Implementation Plan and Testing);
Milestone 4	means the Milestone described as “Milestone 4” in Annex 1 to Schedule 8 (Implementation Plan and Testing);
Overall Contract Value	means the sum of £19,850,000.00 (nineteen million, eight hundred and fifty thousand pounds sterling) inclusive of VAT, as amended from time to time in accordance with the Contract;
Quarter	the first three Monthly Periods and each subsequent three Monthly Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement) and “Quarterly” shall be interpreted accordingly;
Reimbursable Expenses Cap	means the maximum amount that the Supplier is entitled to recover by way of Reimbursable Expenses pursuant to this Schedule 3 in relation to the Implementation Services and Transition Services (as the case may be) and as set out in the Tender Response;
Monthly Period	a calendar month, save that: (a) the first monthly period shall begin on the Effective Date and shall expire at the end of the calendar month in which the Effective Date falls; and (b) the final monthly period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
Workstream A Work Plan	means details of the Workstream A Services that the Supplier proposes to undertake in the relevant Workstream A Operational Period in the form contained in Annex 2 Part 1 to this Schedule 3 (Charges) which shall include a

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

	breakdown of specific deliverables for each relevant Quarter in the relevant Workstream A Operational Period and timescales for achievement of such deliverables;
Workstream A Work Plan Deliverable	means any specific deliverable for each relevant Quarter contained in any Workstream A Work Plan;
Workstream A Forecast Budget	means an estimate of the costs and Reimbursable Expenses that the Supplier will incur in the delivery of the Workstream A Services for the remaining Workstream A Operational Periods in the form contained in Annex 3 to this Schedule 3 (Charges) (which shall include estimated costs and Reimbursable Expenses for any Workstream A Work Plan Deliverables contained in any Workstream A Work Plan submitted at the same time as the relevant Workstream A Forecast Budget) and (in relation to such costs) calculated in accordance with the Workstream A Rate Card;
Workstream A Forecast Tender Budget	means an estimate of the costs that the Supplier will incur in the delivery of the Workstream A Services during the Term submitted by the Supplier as part of its Tender Response and contained in Annex 4 to this Schedule 3 (Charges);
Workstream A Charges	means the charges to be paid for the Workstream A Services pursuant to this Schedule 3;
Workstream A Operational Period	means in respect of the first Workstream A Operational Period the period beginning on the day that immediately follows the end of the Implementation Period and ending on the first anniversary of the Effective Date and thereafter a consecutive period of twelve (12) Months commencing on each anniversary of the Effective Date thereof;

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

Workstream A Rate Card	means the rate card for Supplier Staff set out in table 2 of Annex 1 to this Schedule 3 (Charges);
Workstream A Services	means the services as more particularly described in paragraphs 49 to 59 (inclusive) of the Specification;
Workstream B Charges	means the charges to be paid for the Workstream B Services pursuant to this Schedule 3;
Workstream B Forecast Budget	means an estimate of the costs and Reimbursable Expenses that the Supplier will incur in the delivery of the Workstream B Services for the remaining Workstream B Operational Periods in the form contained in Annex 3 Part 2 to this Schedule 3 (Charges) and (in relation to such costs) calculated in accordance with the Workstream B Rate Card and/or Workstream B Subcontractor Rate Card;
Workstream B Operational Period	means in respect of the first Workstream B Operational Period, the period beginning on the day that immediately follows the date the relevant Country is Established and ending on the first anniversary of the Effective Date and thereafter a consecutive period of twelve (12) Months commencing on each anniversary of the Effective Date thereof;
Workstream B Rate Card	means the rate card for Supplier Staff set out in table 3 of Annex 1 to this Schedule 3 (Charges);
Workstream B Subcontractor Rate Card	means the rate card for Subcontractors engaged to deliver the Workstream B Services set out in table 4 of Annex 1 to this Schedule 3 (Charges);

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

Workstream B Services	means the services as more particularly described in paragraphs 60-82 of the Specification;
Workstream B Work Plan	means, in respect of each Established Country, details of the Workstream B Services that the Supplier and/or any Subcontractors propose to undertake in the relevant Workstream B Operational Period in the form contained in Annex 2 Part 2 to this Schedule 3 (Charges);

How Charges are calculated

1.1 The Charges shall comprise the following elements:

1.1.1 The Implementation Charges which shall be

- (a) charged as a Milestone Payment in accordance with the payment mechanism contained in paragraph 2 to this Schedule 3; and
- (b) invoiced to and paid by the Buyer in accordance with the provisions of paragraph 9 of this Schedule 3

1.1.2 the Transition Charges which shall be:

- (a) charged in accordance with the payment mechanism contained in paragraph 3 to this Schedule 3; and
- (b) invoiced to and paid by the Buyer in accordance with the provisions of paragraph 9 to this Schedule 3

1.1.3 the Workstream A Charges which shall be

- (a) calculated in accordance with the payment mechanism contained in paragraph 4 to this Schedule 3; and
- (b) invoiced to and paid by the Buyer in accordance with the provisions of paragraph 9 to this Schedule 3

1.1.4 The Workstream B Charges which shall be:

- (a) calculated in accordance with the payment mechanism contained in paragraph 5 to this Schedule 3; and
- (b) invoiced to and paid by the Buyer in accordance with the provisions of paragraph 9 to this Schedule 3

2. The Implementation Charges

- 2.1 The Supplier shall be entitled to invoice the Buyer for the Implementation Charges in accordance with the provisions of this paragraph 2 and paragraph 9 (Invoicing) of this Schedule 3. The Buyer shall pay the Supplier's invoice for the relevant Implementation Charges in accordance with this paragraph 2.
- 2.2 The Milestone Payments for Milestone 1, Milestone 2, Milestone 3 and Milestone 4 respectively which are due in respect of the Implementation Services are set out in the Implementation Plan contained in Annex 1 to Schedule 8 (Implementation Plan and Testing).
- 2.3 Each Milestone Payment for Milestone 1, Milestone 2, Milestone 3 and Milestone 4 respectively shall be a fixed price and not subject to Indexation. Following the issuing of a Satisfaction Certificate in respect of Achievement of the relevant Milestone by the relevant Milestone Date as set out in the Implementation Plan, the Supplier shall be entitled to invoice the Buyer for the Milestone Payment associated with the relevant Milestone and any Reimbursable Expenses reasonably incurred by the Supplier in Achieving the relevant Milestone.
- 2.4 For the avoidance of doubt, any Reimbursable Expenses invoiced by the Supplier under paragraph 2.3 shall not exceed the Reimbursable Expenses Cap.

3. Transition Charges

- 3.1 The Buyer may require the Supplier to provide the Transition Services during the Implementation Period.
- 3.2 If the Buyer gives notice to the Supplier that it requires the Supplier to provide the Transition Services, the Transition Charges for the relevant Transition Services shall be calculated by reference to the Transition Rate Card set out at Table 1 of Annex 1 to this Schedule 3 (Charges).
- 3.3 Within thirty (30) calendar days of the final day of the first and second Quarter respectively, the Supplier shall be entitled to invoice the Buyer for the Transition Charges in relation to the Transition Services supplied in the first Quarter and/or the second Quarter (as the case may be) in accordance with the provisions of paragraph 10 (Invoicing) and any Reimbursable Expenses reasonably incurred by the Supplier in providing the Transition Services **PROVIDED ALWAYS** that the Transition Charges and any

aforementioned Reimbursable Expenses shall in combination be capped at £50,000 inclusive of any applicable VAT.

- 3.4 Without prejudice to paragraph 3.3, any Reimbursable Expenses invoiced by the Supplier under paragraph 3.3 shall not exceed the Reimbursable Expenses Cap.

4. Workstream A Charges

- 4.1 The Parties agree and acknowledge that they shall agree the Workstream A Work Plan and Workstream A Forecast Budget for the first Workstream A Operational Period as part of the activities required by the Supplier to achieve Milestone 2.
- 4.2 Not less than one Month prior to the end of the first Workstream A Operational Period and thereafter not less than one Month prior to the anniversary of each subsequent Workstream A Operational Period (as the case may be), the Supplier shall submit to the Buyer:
- 4.2.1 a Workstream A Work Plan for the immediately following Workstream A Operational Period;
- 4.2.2 the Workstream A Forecast Budget in a template form produced at Annex 3 Part 1 calculated by reference to the Workstream A Rate Card.
- 4.3 The Buyer shall review the relevant Workstream A Work Plan and Workstream A Forecast Budget and shall be permitted to ask any relevant questions and clarifications in relation to the same and, where necessary, meet with the Supplier to discuss and agree any modifications and following such discussions, unless it is reasonable for it not to do so, shall approve the Workstream A Work Plan and Workstream A Forecast Budget for the relevant Workstream A Operational Period.
- 4.4 In the event the Supplier wishes to revise the Workstream A Work Plan and/or the Workstream A Forecast Budget for the relevant Workstream A Operational Period (following any agreement in accordance with paragraph 4.1 or approval in accordance with paragraph 4.3) on the basis that details within the Workstream A Work Plan need to be revised and/or its estimated costs and Reimbursable Expenses for the relevant Workstream A Operational Period may exceed the approved Workstream A Forecast Budget, the Supplier shall be entitled to provide the Buyer with a revised Workstream A Work Plan and/or Workstream A Forecast Budget (as the case may be) and the Parties shall follow the process set out in paragraph 4.3 and any revised Workstream A Work Plan and/or Workstream A Forecast Budget which are approved shall become the Workstream A Work Plan and/or Workstream A Forecast Budget for the Workstream A Operational Period in question **PROVIDED ALWAYS** that any increase in estimated costs for any Workstream A Operational Period contained in the relevant revised Workstream A Forecast Budget shall not at any time exceed 10% of the estimated costs for the same Workstream A Operational Period contained in the Workstream A Forecast Tender Budget.

- 4.5 The Supplier agrees and acknowledges that:
 - 4.5.1 the Workstream A Rate Cards shall not be subject to Indexation until the beginning of the third Workstream A Operational Period;
- 4.6 Any disagreement about the Workstream A Work Plan and Workstream A Forecast Budget may be escalated in accordance with Clause 39.
- 4.7 At the end of each Quarter during each Workstream A Operational Period, the Supplier shall be entitled to raise an invoice for its costs incurred in achieving any Workstream A Work Plan Deliverables during the same Quarter and any Reimbursable Expenses reasonably incurred by the Supplier with Supporting Documentation **PROVIDED ALWAYS** that any costs and/or Reimbursable Expenses payable by the Buyer for any achieved Workstream A Work Plan Deliverable do not exceed the costs and/or Reimbursable Expenses associated with the relevant Workstream A Work Plan Deliverable in the Workstream A Forecast Budget for the relevant Workstream A Operational Period.

5. Workstream B Charges

- 5.1 Upon Establishment within a Country, the Supplier shall be entitled to raise an invoice for its costs incurred in achieving Establishment calculated by reference to the Workstream B Rate Card and multiplied by the Management Fee Percentage for that particular Country and any Reimbursable Expenses associated with achieving such Establishment. The costs and Reimbursable Expenses for each Country shall not exceed the Establishment Charges Cap and are not subject to Indexation.
- 5.2 The Parties agree and acknowledge that as part of the activities required by the Supplier to Establish within a Country, the Parties shall agree a Workstream B Work Plan and Workstream B Forecast Budget for the first Workstream B Operational Period for each Established Country.
- 5.3 Not less than one Month prior to the end of the first Workstream B Operational Period in respect of each Established Country and thereafter on the anniversary of each subsequent Workstream B Operational Period, the Supplier shall submit to the Buyer:
 - 5.3.1 a Workstream B Work Plan for each Established Country for the immediately following Workstream B Operational Period;
 - 5.3.2 the Workstream B Forecast Budget calculated by reference to the Workstream B Rate Card and/or Workstream B Subcontractor Rate Card for each Established Country in a template form produced at Annex 3 Part 2
- 5.4 The Buyer shall review the relevant Workstream B Work Plan and Workstream B Forecast Budget for each Established Country and shall be permitted to ask any relevant questions and clarifications in relation to the same and, where necessary, meet with the Supplier to discuss and agree any modifications and following such discussions, unless it is reasonable for it not to do so, shall approve the Workstream B Work Plan and Workstream B

Forecast Budget for the relevant Workstream B Operational Period for each Established Country.

- 5.5 In the event the Supplier wishes to revise the Workstream B Work Plan and/or the Workstream B Forecast Budget for the relevant Workstream B Operational Period for any Established Country (following any agreement in accordance with paragraph 5.1 or approval in accordance with paragraph 5.3) on the basis that details within the Workstream B Work Plan need to be revised and/or its estimated costs and Reimbursable Expenses for the relevant Workstream B Operational Period may exceed the approved Workstream B Forecast Budget, the Supplier shall be entitled to provide the Buyer with a revised Workstream B Work Plan and/or Workstream B Forecast Budget (as the case may be) and the Parties shall follow the process set out in paragraph 5.3 and any revised Workstream B Work Plan and/or Workstream B Forecast Budget which are approved shall become the Workstream B Work Plan and/or Workstream B Forecast Budget for the Workstream B Operational Period for the Established Country in question.
- 5.6 The Supplier agrees and acknowledges that:
- 5.6.1 The Workstream B Rate Cards and/or Workstream B Subcontractor Rate Cards for each Established Country shall not be subject to Indexation until the beginning of the third Workstream B Operational Period;
- 5.7 Following Establishment in a Country, the Supplier shall be entitled, at the end of each Quarter, in respect of each Established Country, to raise an invoice for its costs and any Subcontractor costs (where relevant) incurred in delivering the Workstream B Services and any Reimbursable Expenses reasonably incurred by the Supplier in the immediately preceding Quarter in the relevant Established Country which shall be calculated as follows:
- 5.7.1 in relation to the relevant Workstream B Services performed directly by the Supplier in the immediately preceding Quarter, a sum calculated by reference to the relevant Workstream B Rate Card;
- 5.7.2 in relation to the relevant Workstream B Services that are performed by any of the Supplier's Subcontractors, the invoiced costs of the relevant Subcontractor calculated by reference to the Workstream B Subcontractor Rate Cards for such subcontracted Workstream B Services multiplied by the Management Fee Percentage.

PROVIDED ALWAYS THAT that such costs and/or Reimbursable Expenses do not exceed the value of the approved costs and/or Reimbursable Expenses within the then current Workstream B Forecast Budget for the relevant Quarter

6. Reimbursable Expenses

- 6.1 The Buyer shall provide a copy of its current expenses policy to the Supplier upon request.

7. Other events that allow the Supplier to change the Charges

7.1 The Charges can also be varied due to:

- 7.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
- 7.1.2 a benchmarking review in accordance with Schedule 12 (Benchmarking);
- 7.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;
- 7.1.4 indexation, where this Schedule 3 states that a particular amount or any component is "subject to Indexation" in which event Paragraph 8 below shall apply.

8. Indexation

8.1 Where any amounts are stated to be "subject to Indexation", they shall be adjusted in line with the provisions of this paragraph 8 to reflect the effects of inflation.

8.2 Where amounts or sums are subject to Indexation, the relevant adjustment shall be:

8.2.1 applied on each anniversary of the Start Date (each such date an "**Adjustment Date**"); and

8.2.2 determined by:

- (a) in relation to amounts or sums incurred by the Supplier in the UK, multiplying the relevant amount or sum by the percentage increase in the Office of Budget Responsibility GDP Deflator in the UK, for the twelve (12) months ending on the 31 December immediately preceding the relevant Adjustment Date; or
- (b) in relation to amounts or sums incurred by the Supplier in a Country that is not the UK, multiplying the relevant amount or sum by the percentage increase for the relevant Price Index for the twelve (12) months ending on the 31 December immediately preceding the relevant Adjustment Date

8.3 Except as set out in this Paragraph 8, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations.

9. Supplier Invoices

The Supplier shall raise invoices and the Buyer shall pay such invoices in accordance with the provisions of this paragraph 9.

9.1 The Supplier shall prepare and provide to the Buyer for approval of the format a template invoice within ten (10) Working Days of the Effective Date,

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

which shall include, as a minimum, the details set out in Paragraph 9.2 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable. If the template invoice is not approved by the Buyer, the Supplier shall make such amendments as may be reasonably required by the Buyer.

9.2 The Supplier shall ensure that each invoice contains the following information:

- 9.2.1 the date of the invoice;
- 9.2.2 a unique invoice number;
- 9.2.3 the relevant [Quarter] to which the relevant Charge(s) relate;
- 9.2.4 the correct reference for this Agreement;
- 9.2.5 the Purchase Order Number provided by the Buyer to the Supplier;
- 9.2.6 the dates between which the Workstream A and/or Workstream B Services (as the case may be) subject of each of the Charges detailed on the invoice were performed;
- 9.2.7 a description of the Workstream A and/or Workstream B Services and/or Workstream A Work Plan Deliverable;
- 9.2.8 the pricing mechanism used to calculate the Charges;
- 9.2.9 the total Charges gross and net of any applicable deductions and, separately:
 - (a) the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Contract;
 - (b) Any applicable VAT or other sales tax payable in respect of each of the same subject always to Clause 4.2.1 of the Contract;
- 9.2.10 details of any Service Credits or similar deductions that shall apply to the Charges detailed on the invoice;
- 9.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
- 9.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

9.3 The Supplier shall first submit to the Buyer a draft invoice setting out the Charges payable; and

9.4 The Parties shall endeavour to agree the draft invoice within five (5) Working Days of its receipt by the Buyer, following which the Supplier shall be entitled to submit its invoice.

9.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier

Schedule 3 (Charges), Crown Copyright 2023, con_8706 CFA2

undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.

- 9.6 The Supplier shall submit all invoices and Supporting Documentation to:

[REDACTED]

Contract Manager

Address:

Department for Energy Security and Net
Zero
3-8 Whitehall Place
London
SW1A 2EG
United Kingdom

[REDACTED]

with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.

- 9.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
- 9.8 Where the Supplier is invoicing the Buyer for a payment made in a foreign currency by the Supplier to a Subcontractor or another member of its supply chain in carrying out the Services, the Supplier shall convert the value of that payment into sterling and the amount shall be expressed as sterling in the invoice. The rate of exchange shall be Barclays's spot rate for the purchase of the relevant currency at 17:00 on the Working Day before the date the relevant invoice is sent to the Buyer.
- 9.9 The Buyer shall regard an invoice as valid only if it complies with the provisions of this paragraph 9. Where any invoice does not conform to the Buyer's requirements set out in this paragraph 9:
- 9.9.1 the Buyer shall promptly return the disputed invoice to the Supplier;
and
- 9.9.2 the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 9.10 If the Buyer fails to consider and verify an invoice in accordance with Paragraphs 9.3 and 9.9, the invoice shall be regarded as valid and

undisputed for the purpose of paragraph 10 (Payment Terms) after a reasonable time has passed.

10. PAYMENT TERMS

- 10.1 Subject to the relevant provisions of this Schedule 3, the Buyer shall make payment to the Supplier within thirty (30) calendar days of verifying that the invoice is valid and undisputed.
- 10.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

11. OPEN BOOK PRINCIPLES

- 11.1 The Supplier acknowledges the importance to the Buyer of achieving complete transparency in the way in which the Charges are calculated.
- 11.2 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:
 - 11.2.1 maintain and retain the Open Book Data; and
 - 11.2.2 disclose and allow the Buyer and/or its auditors or representatives from time to time access to the Open Book Data.

12. LIMIT OF SUPPLIER PROFIT MARGIN

- 12.1 The Supplier acknowledges and accepts that the Achieved Profit Margin applicable over the Term shall not exceed the Anticipated Contract Life Profit Margin.
- 12.2 The Supplier shall provide an annual contract profit declaration within 30 calendar days of the end of each Contract Year, This shall provide details of the Achieved Profit Margin as at the end of the Contract Year to which the annual contract profit declaration is made up.

13. ADJUSTMENT TO CHARGES IN THE EVENT OF EXCESS SUPPLIER PROFIT

- 13.1 If an annual contract profit declaration demonstrates that the Achieved Profit Margin as at the end of the Contract Year to which the annual contract profit declaration is made exceeds the Anticipated Contract Life Profit Margin:
 - 13.1.1 The Supplier shall, within five (5) Working Days of delivery to the Buyer of the annual contract profit declaration, propose such adjustments to the Charges as will ensure that the Achieved Profit Margin both over the Contract Year to which the next annual contract profit declaration will relate and over the Contract Period will not exceed the Anticipated Contract Life Profit Margin;
 - 13.1.2 The Buyer (acting reasonably) may agree or reject the proposed amendments;
 - 13.1.3 If the Buyer rejects the proposed adjustments it shall give reasons and the Supplier shall propose revised adjustments within ten (10) Working Days of receiving those reasons; and

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13.1.4 If the Parties cannot agree such revised adjustments and the Buyer terminates this Agreement by issuing a Termination Notice to the Supplier pursuant to Clause [14.3] [then subject always to paragraph 14 of this Schedule 3 for the purpose of calculating any payments due to the Supplier pursuant to Clause 14.6.3, the Termination Notice shall be deemed to have been served as at the date of receipt by the Buyer of the relevant annual contract profit declaration.

13.2 Pending agreement of a proposed adjustment to the Charges pursuant to paragraphs 12 and 13, the Charges then in force shall continue to apply. Once the adjustments to the Charges are agreed in accordance with paragraph 13.1:

13.2.1 The Parties shall document the adjustment in a Variation Form;

13.2.2 The adjusted Charges shall apply with effect from the first day of the Monthly Period that immediately follows the Monthly Period in which the Variation Form is executed or such other date as is specified in the Variation Form.

14. CHARGES UPON TERMINATION OR EXPIRY OF THE CONTRACT

14.1 Where the Contract expires or the Buyer terminates the Contract in accordance with Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable), Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable), or Paragraphs 31.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) then within 30 days of the aforementioned expiry or termination of the Contract (as the case may be), the Parties shall apply the following calculation:

14.1.1 If the total monetary amount paid by the Buyer to the Supplier for the Workstream A Charges during the Contract Period pursuant to this Schedule 3 (the “**Final Workstream A Charges**”) exceeds the monetary amount (the “**Workstream A Proportion**”) which represents either:

- (a) in the instance where the Contract has expired, 25% of the Overall Contract Value; or
- (b) in the instance where the Contract has terminated, 25% of the Overall Contract Value which shall be pro rated based on the proportion that the total number of days during the Contract Period until the date of termination bears to the total number of days that would have arisen if the Contract had not been terminated and continued until expiry of the Contract

the difference between the Final Workstream A Charges and the Workstream A Proportion shall be the “Final Workstream A Clawback Sum”.

14.2 The Buyer shall be entitled to invoice and the Supplier shall be liable to pay within [60] days of termination or expiry of the Contract (as the case may be), the Final Workstream A Clawback Sum.

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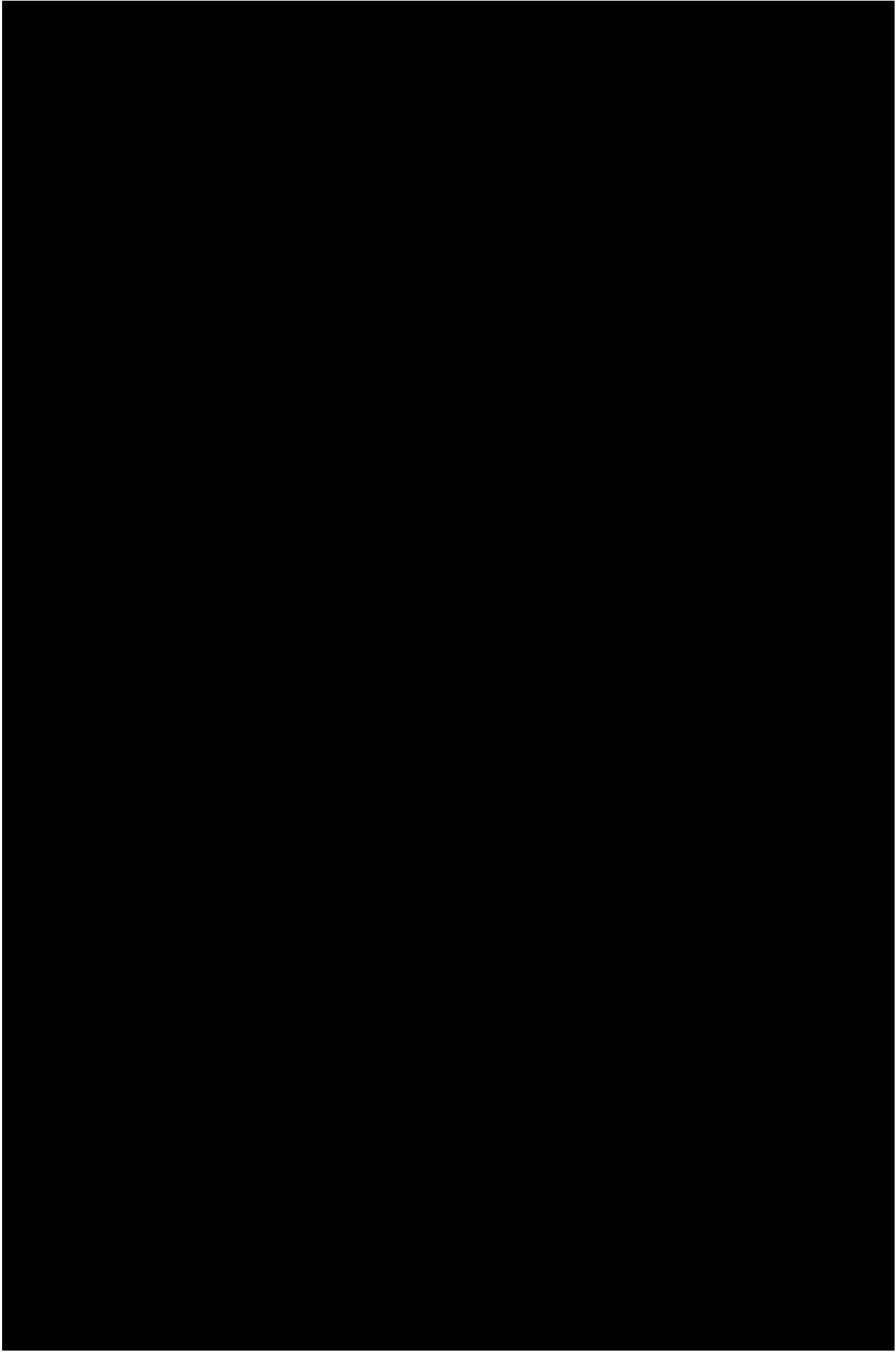
Annex 1: Rates and Prices

Table 1 – Transition Services Time and Materials Rate Card/Job Families

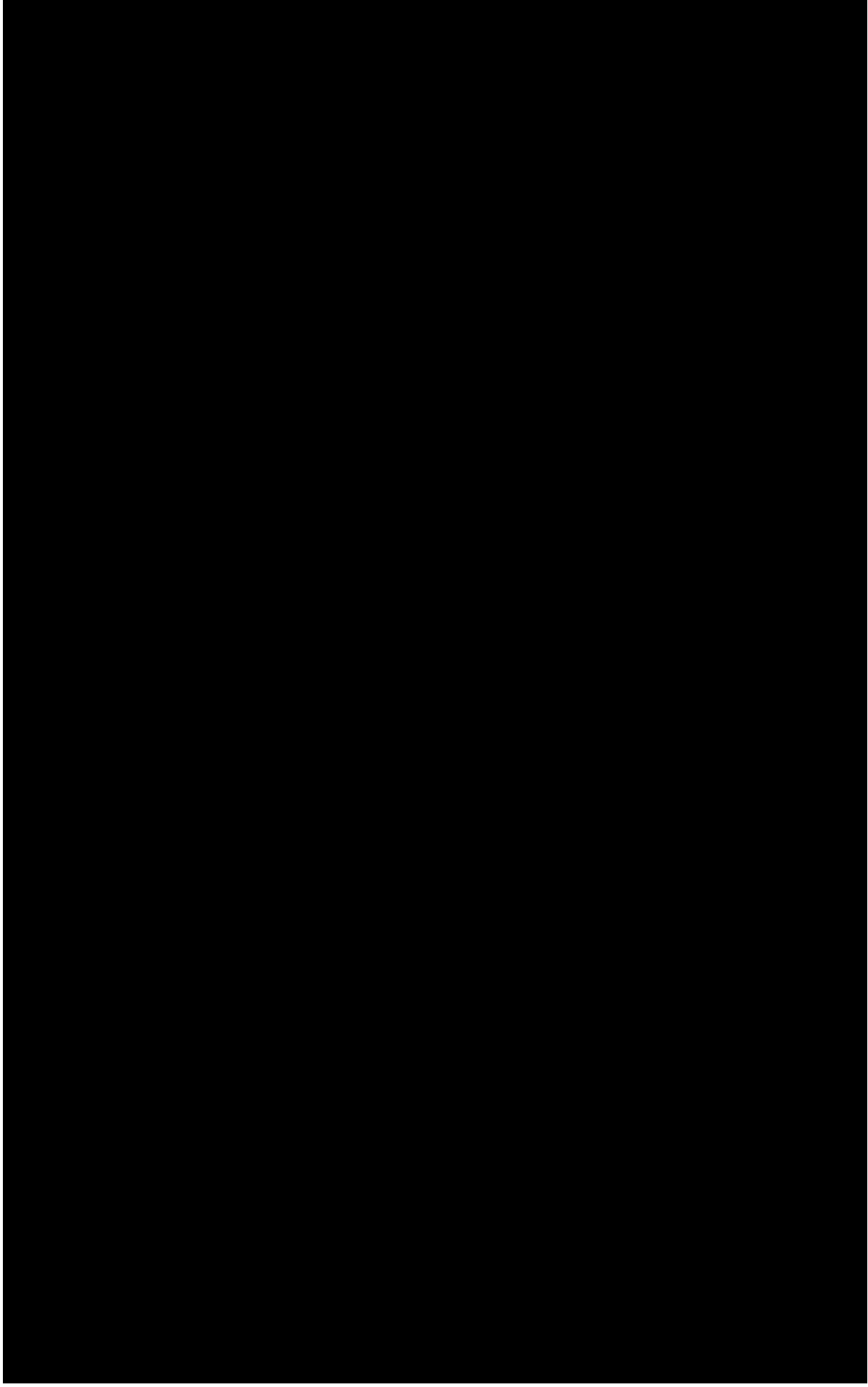
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Table 2a – Workstream A Time and Materials Rate Card/Job Families

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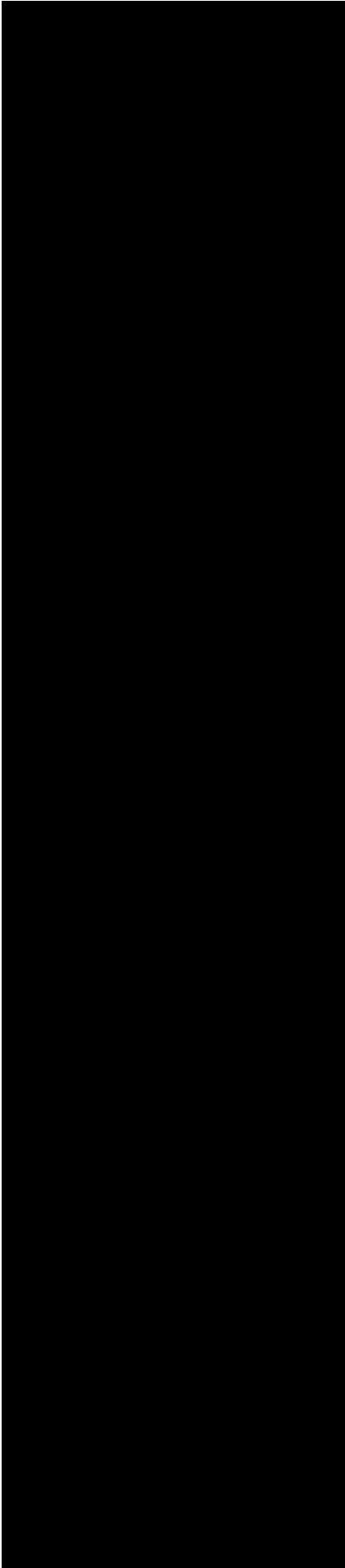


Table 2b – Workstream A Job Families Rate Card to be used for new individuals not listed above (maximums, rates for individuals may be lower)

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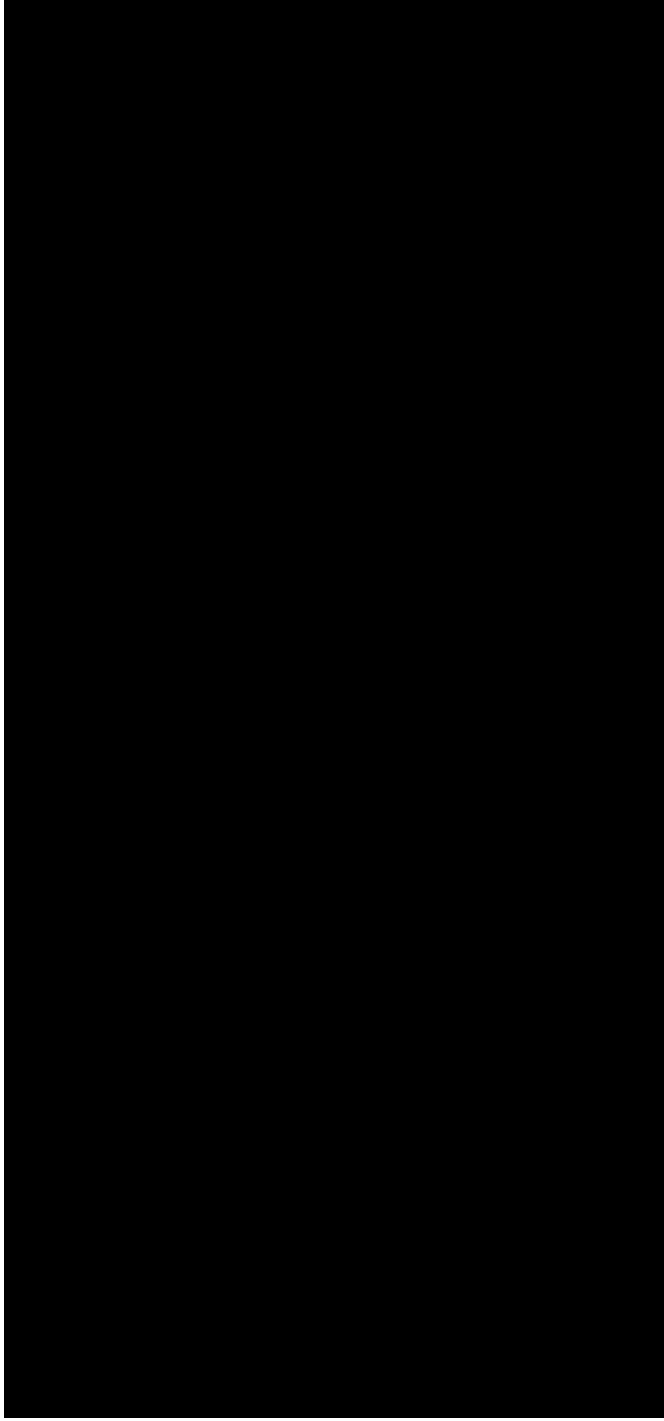


Table 3a – Workstream B (Supplier) Rate Card

[Redacted Table Content]	
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Table 3b – Workstream B Job Families (Supplier) Rate Card to be used for any new staff not listed above (maximums, rates for individuals may be lower)

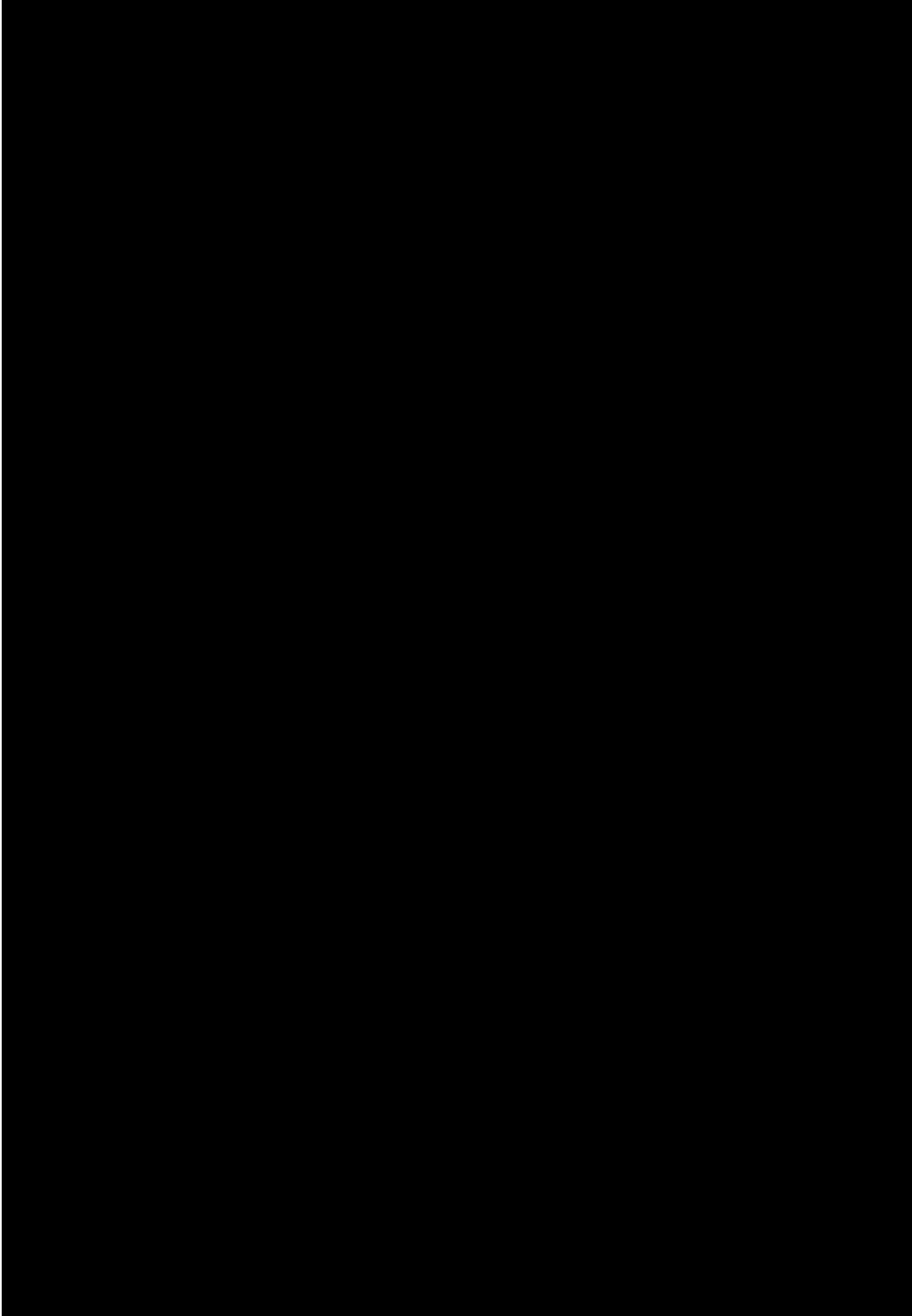
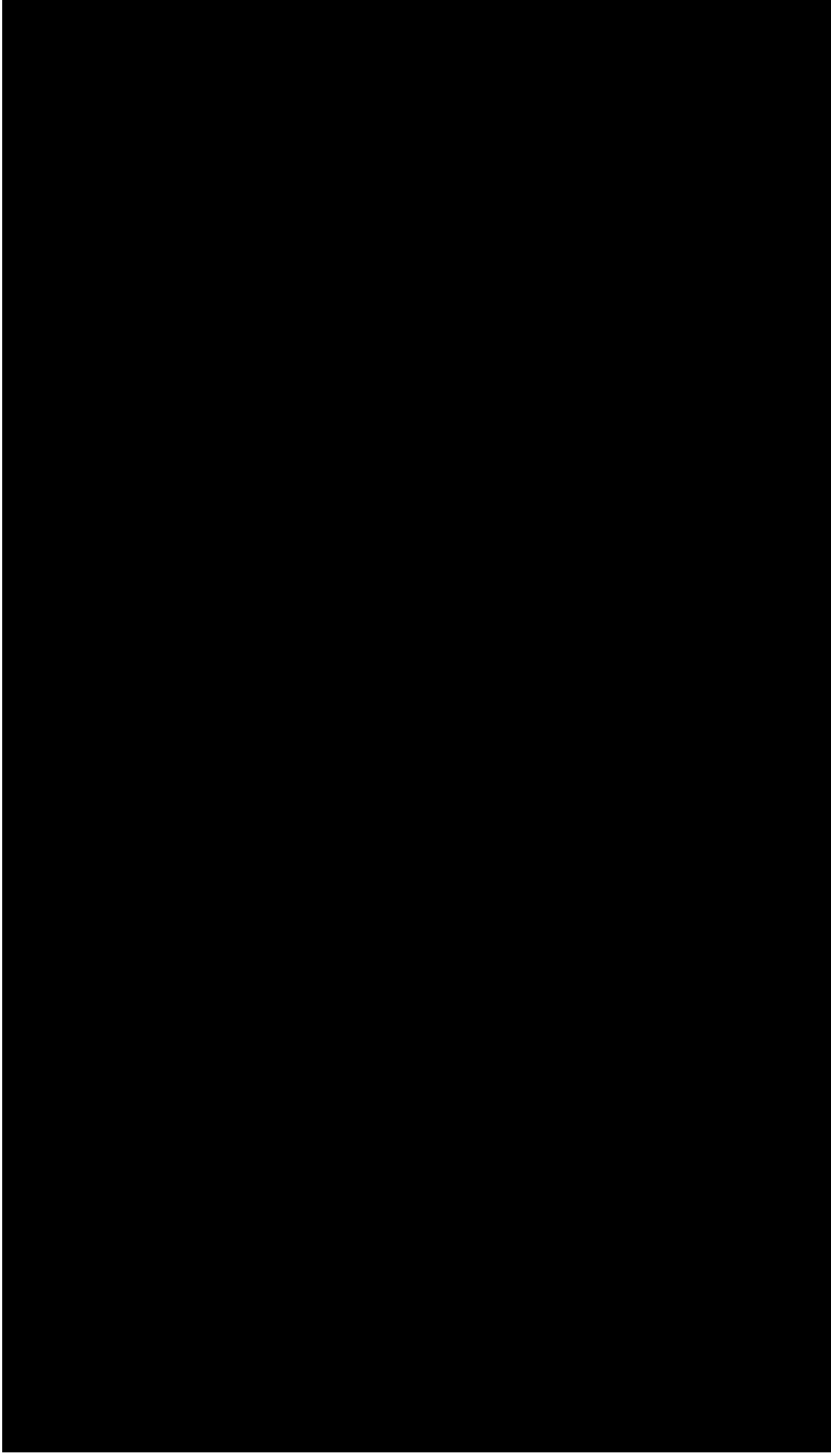


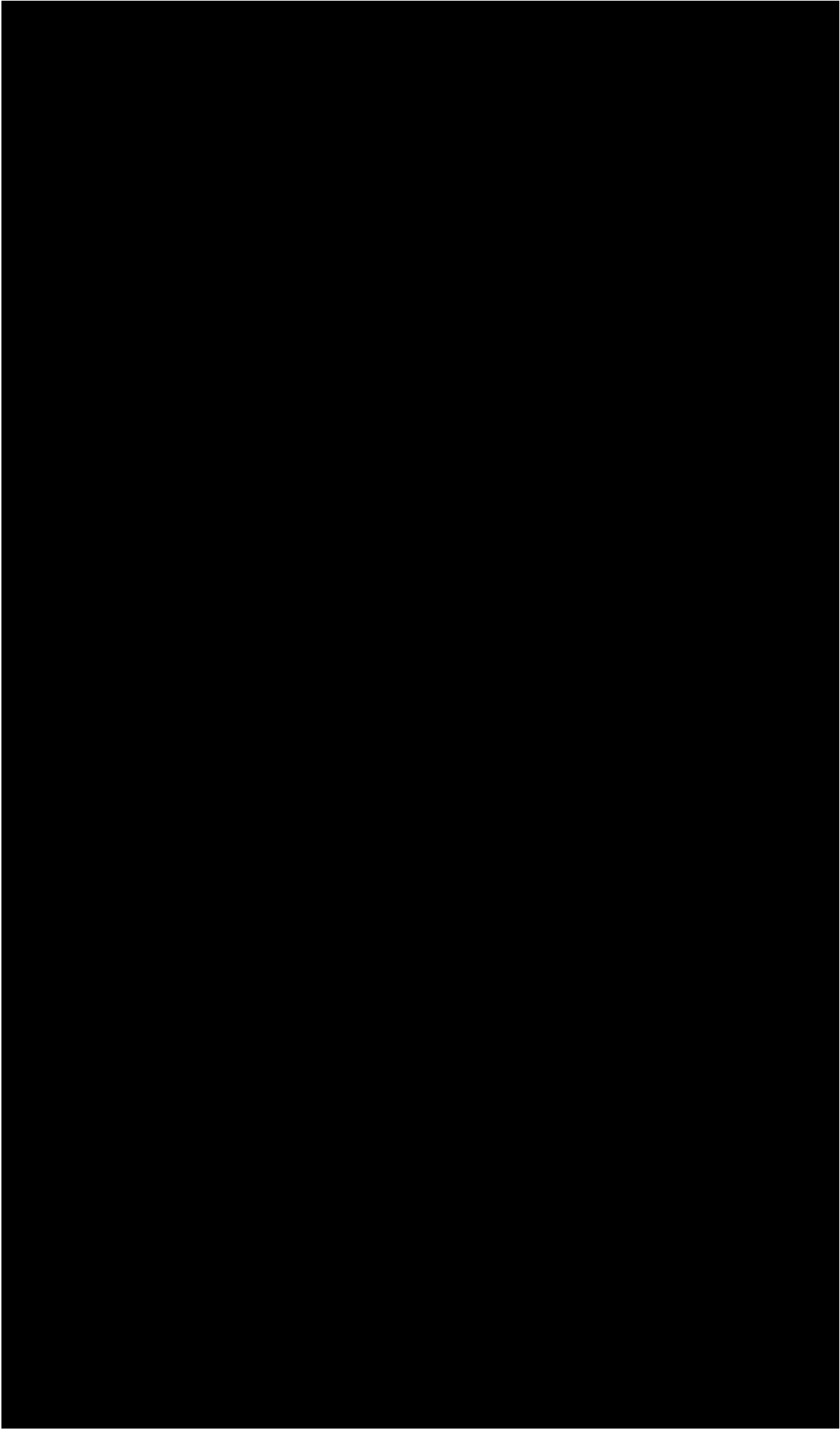
Table 4a – Workstream B Subcontractor Rate Card

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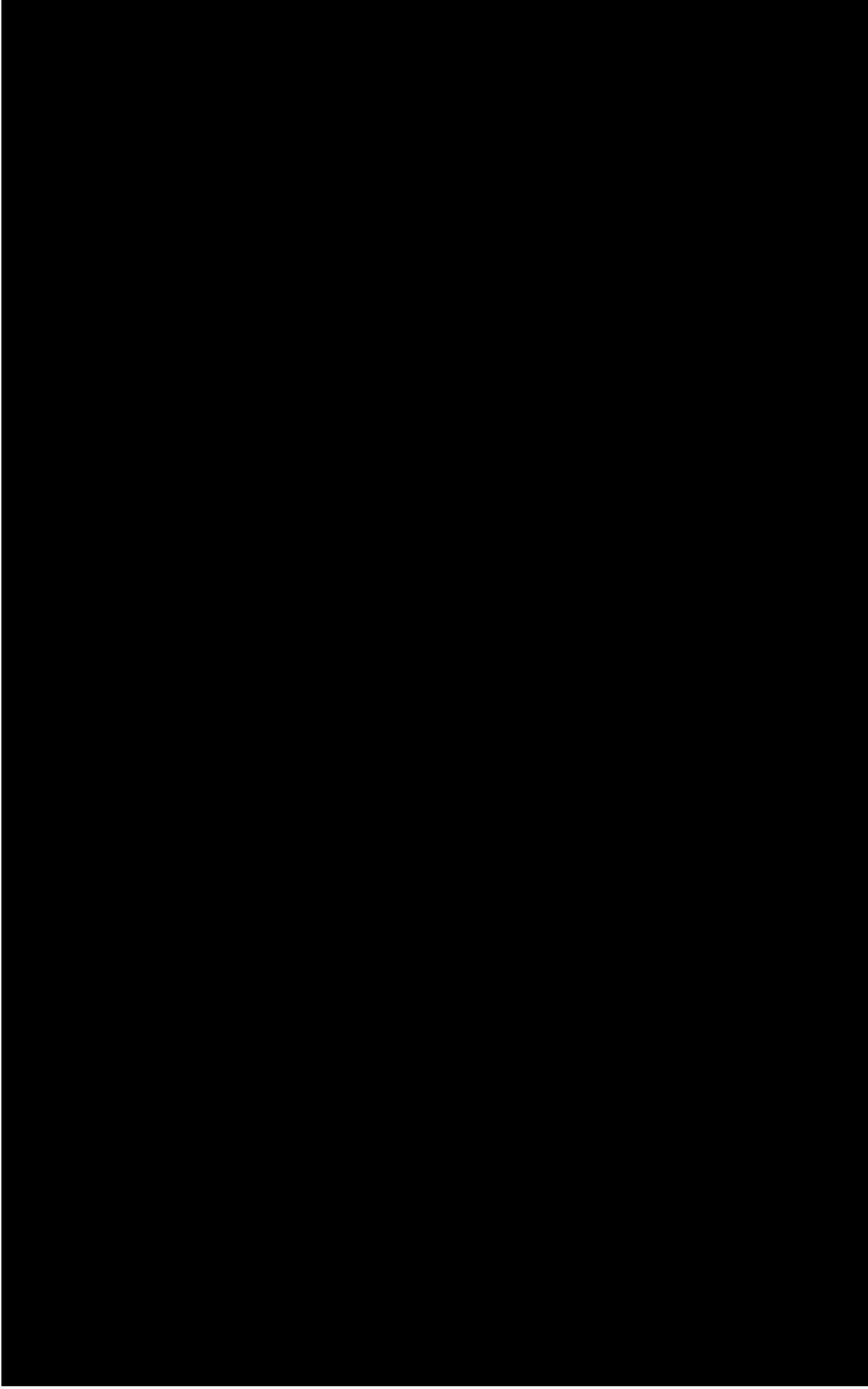
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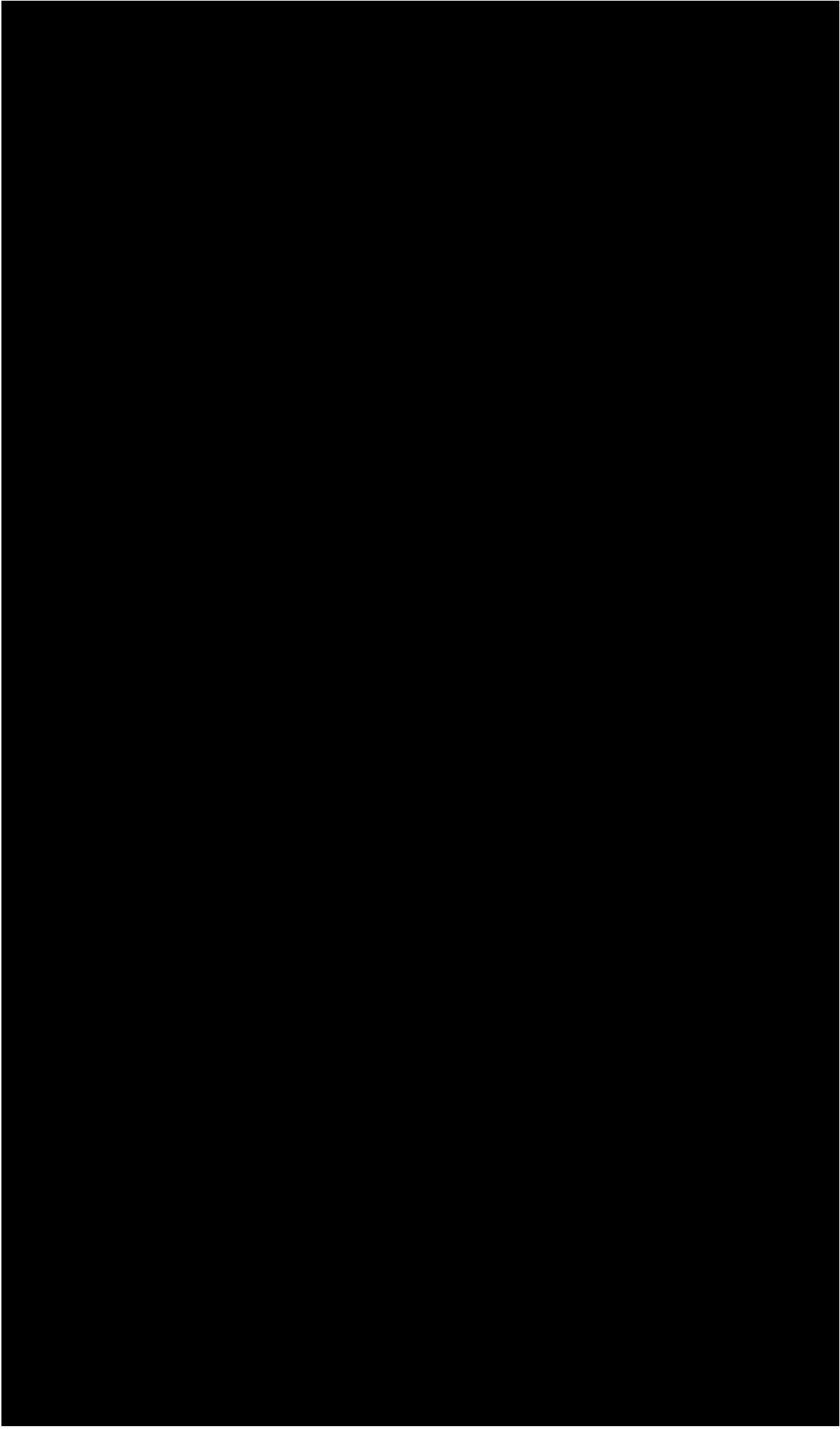
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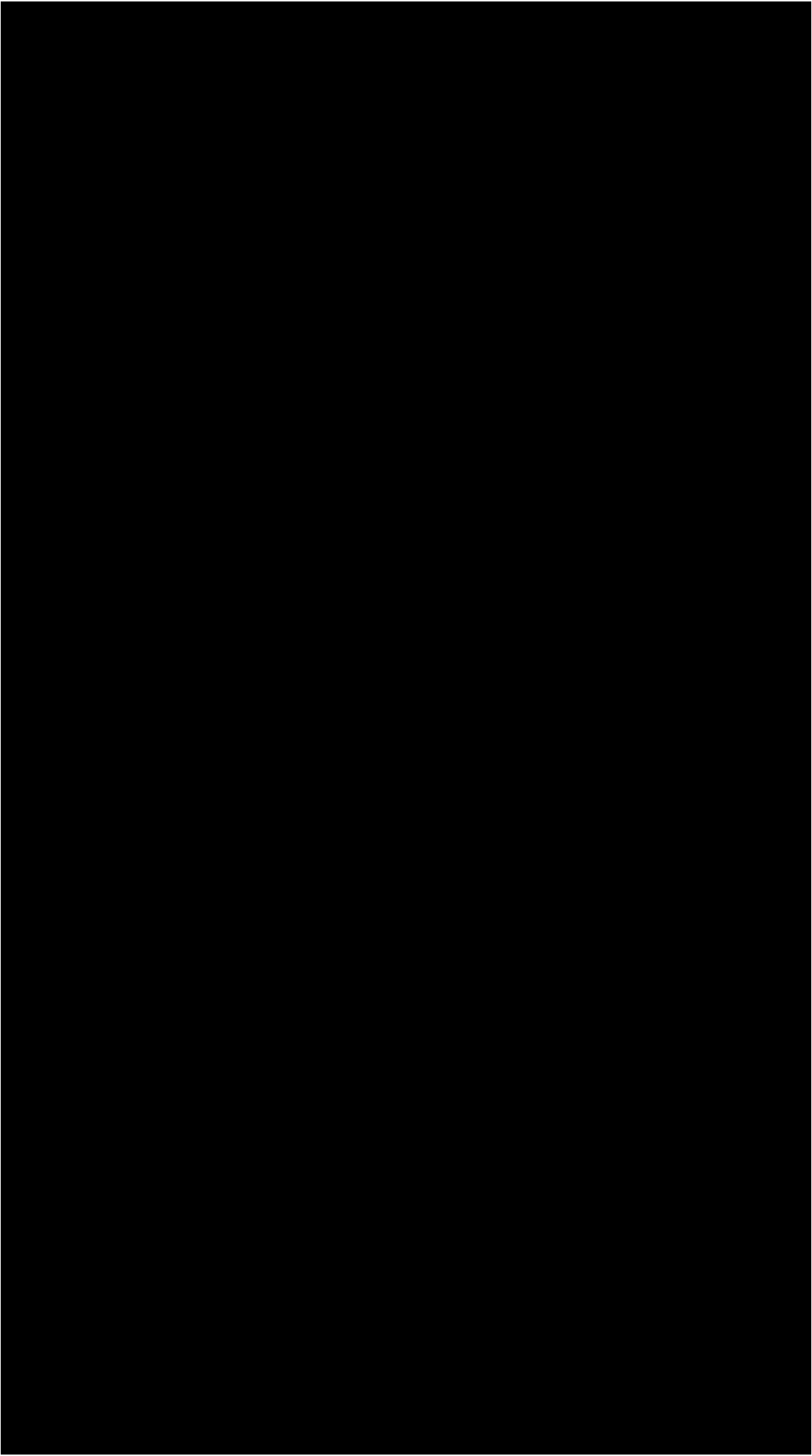
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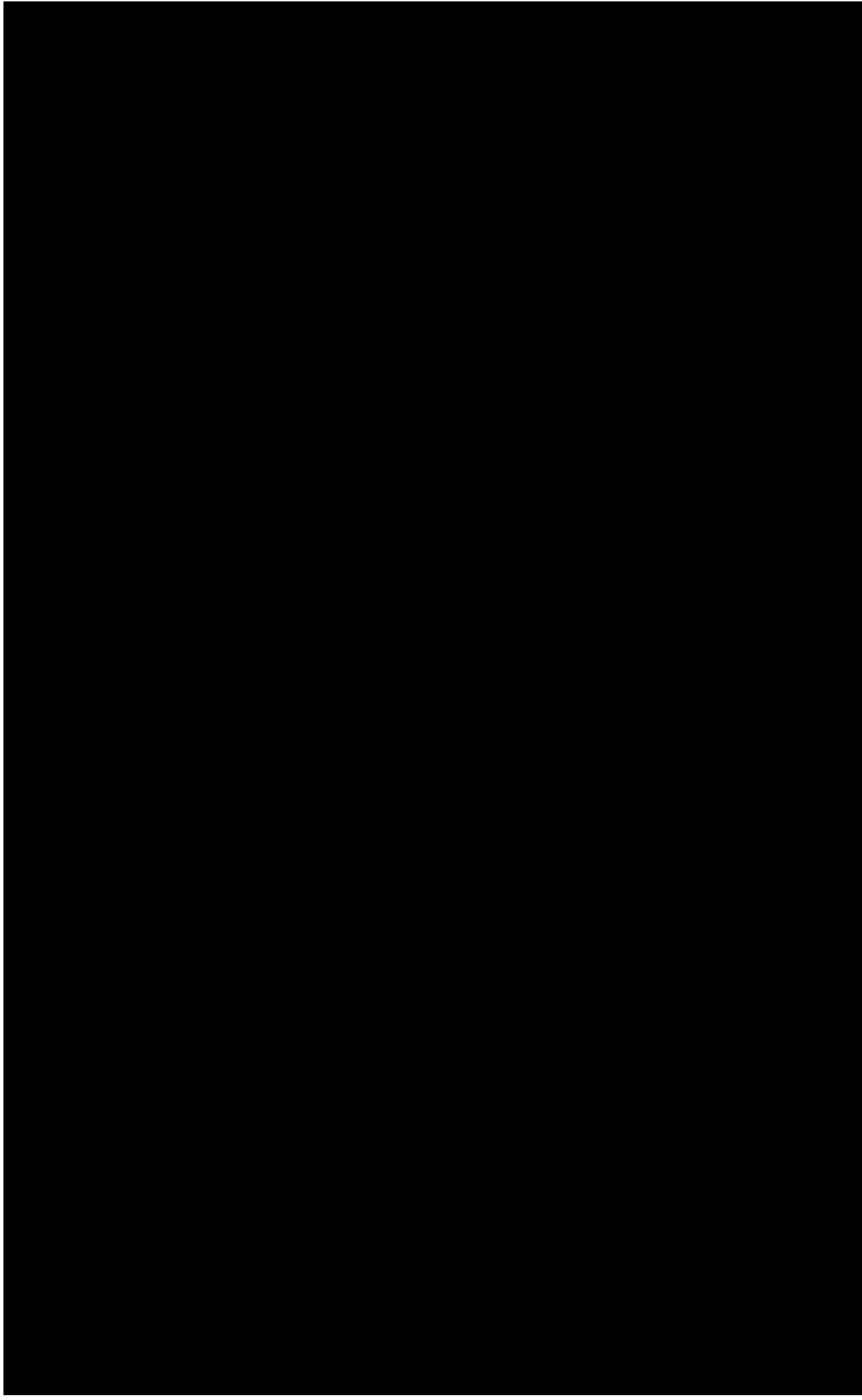
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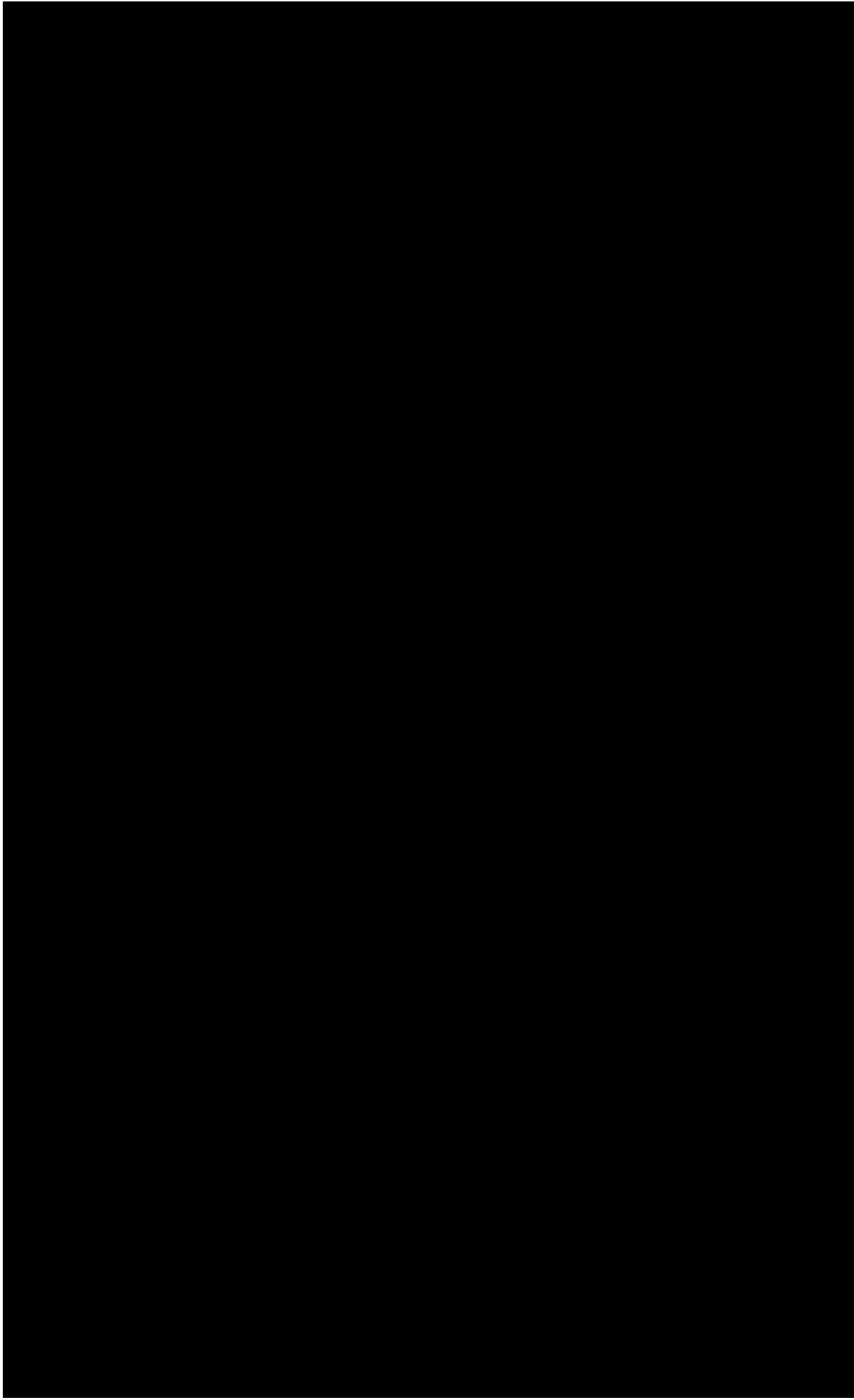
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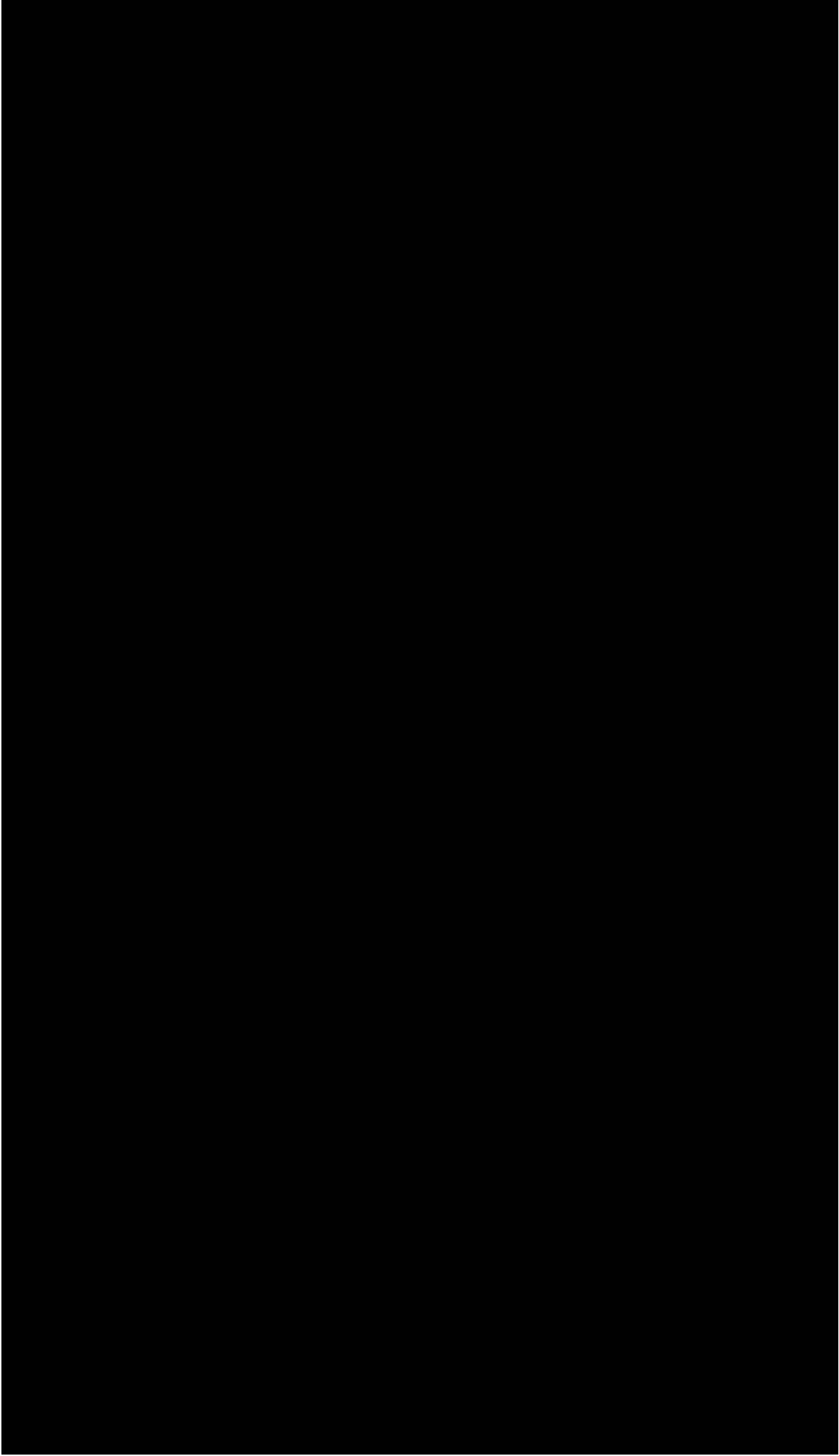
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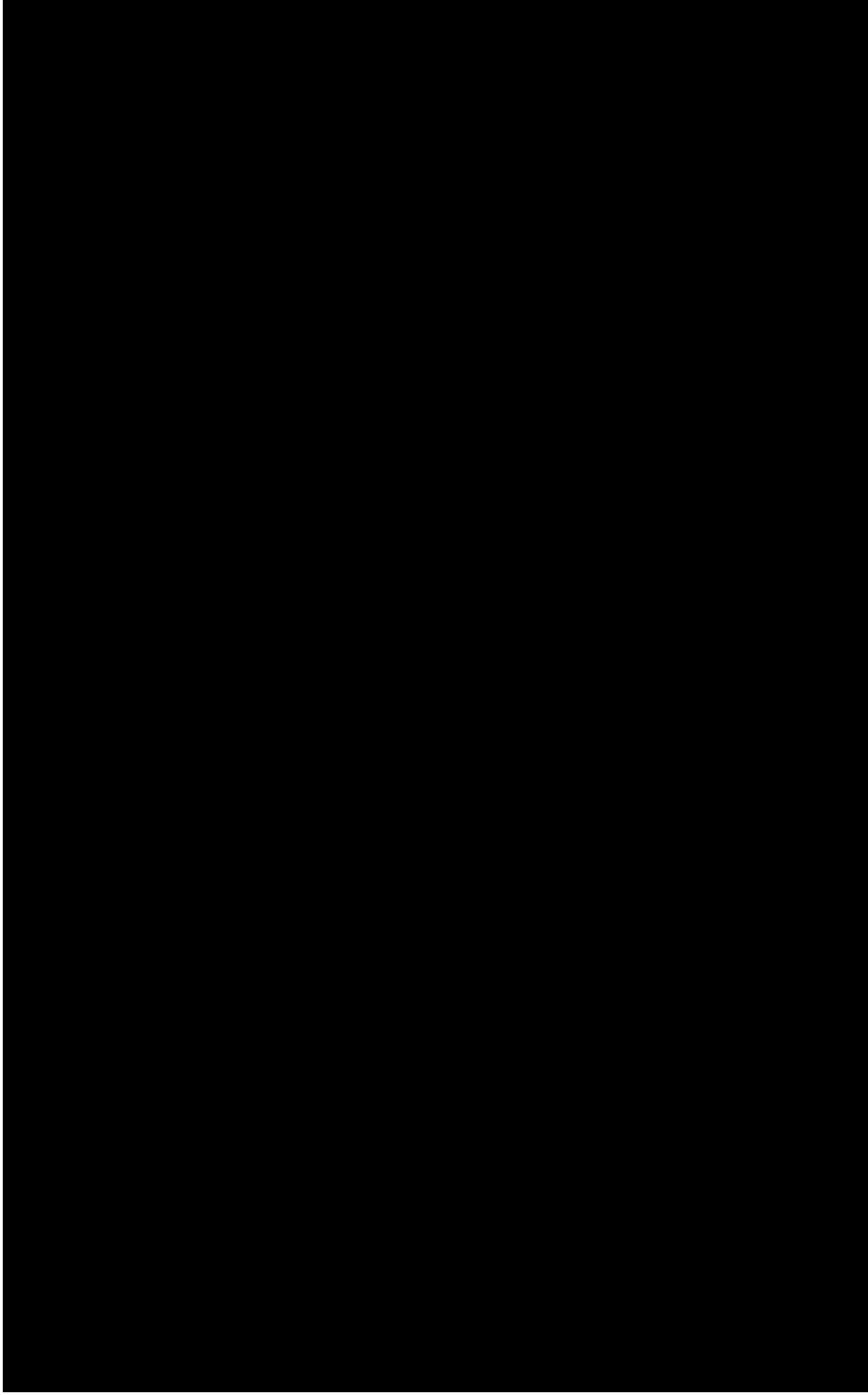
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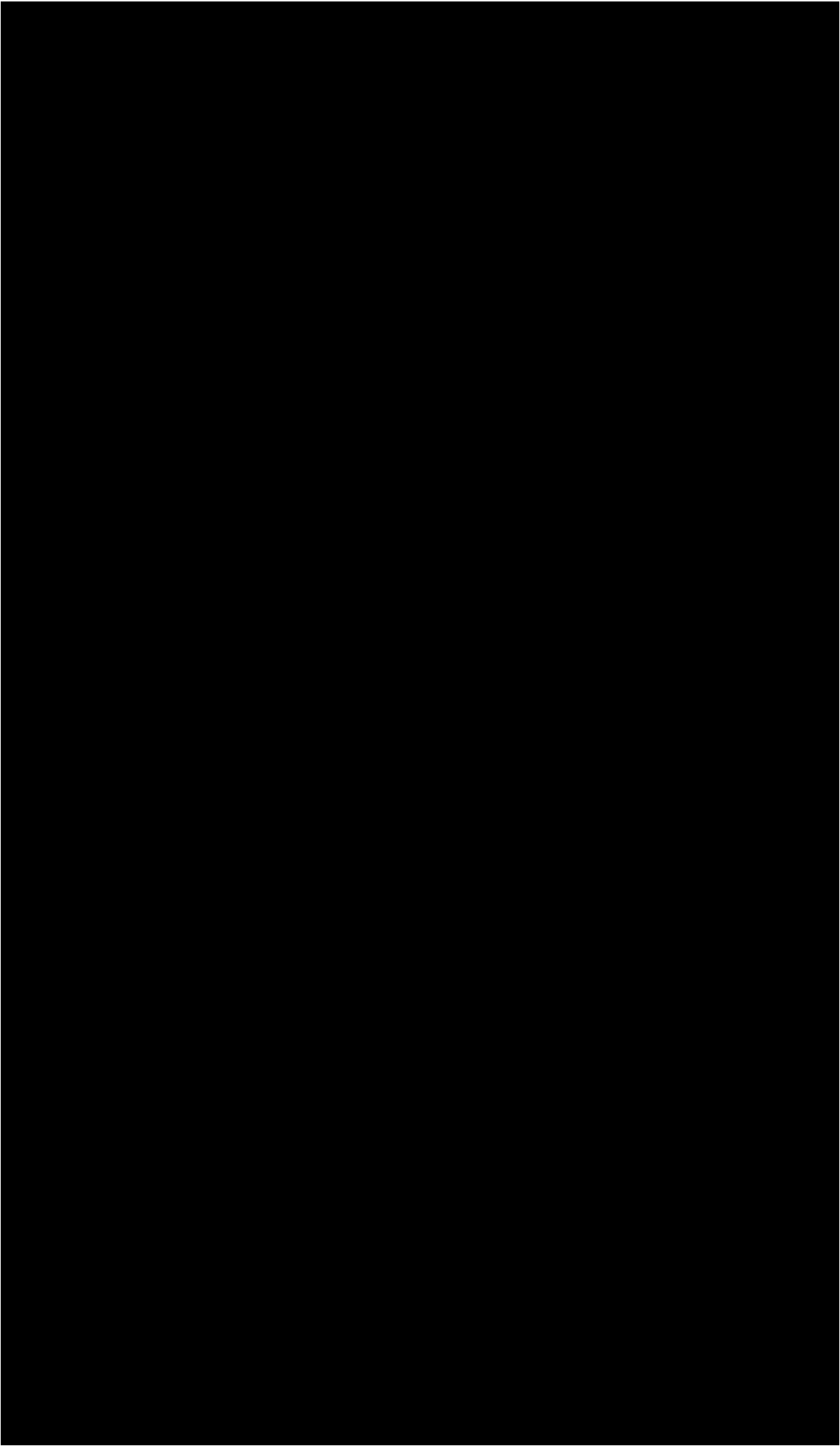
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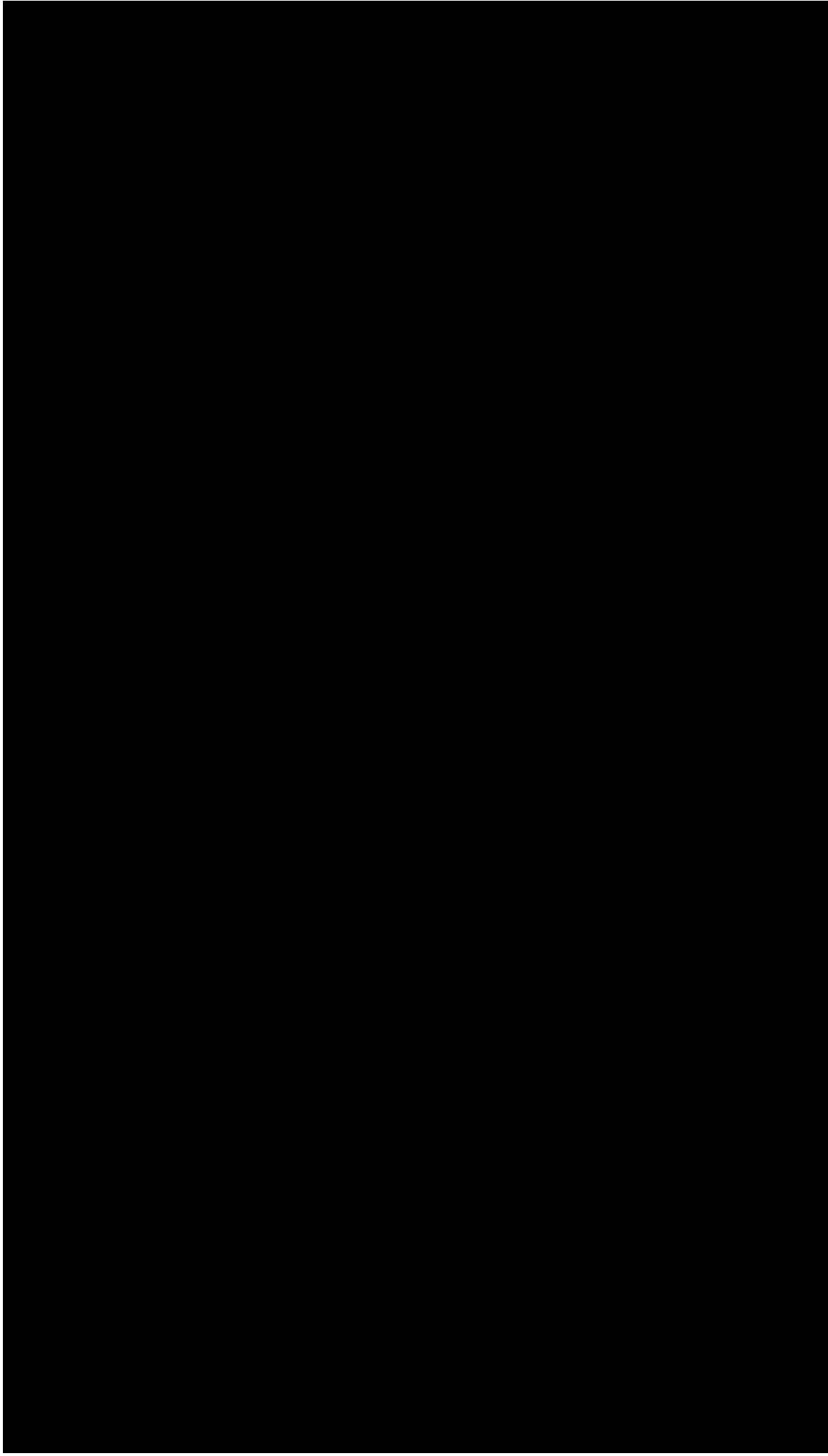
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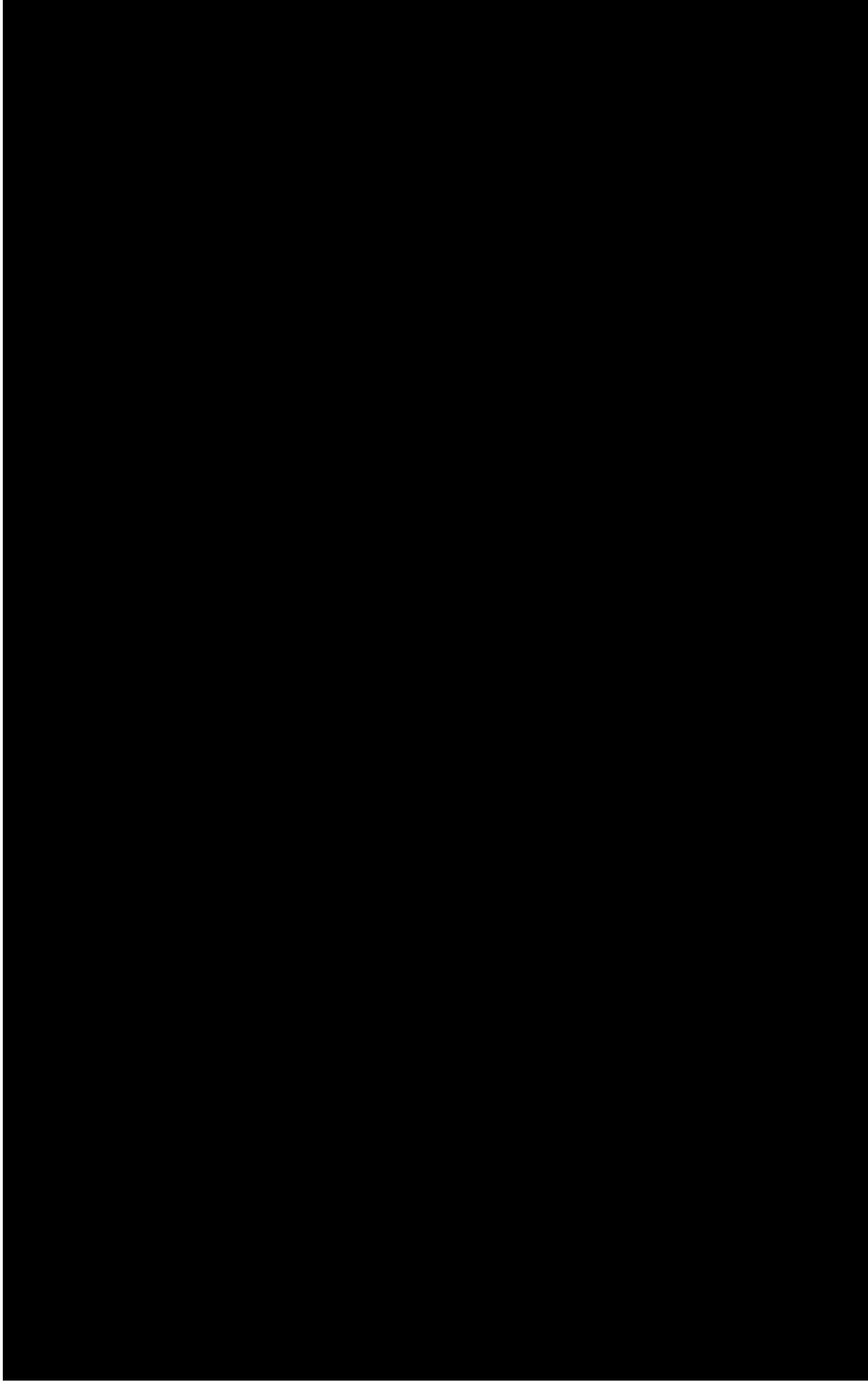
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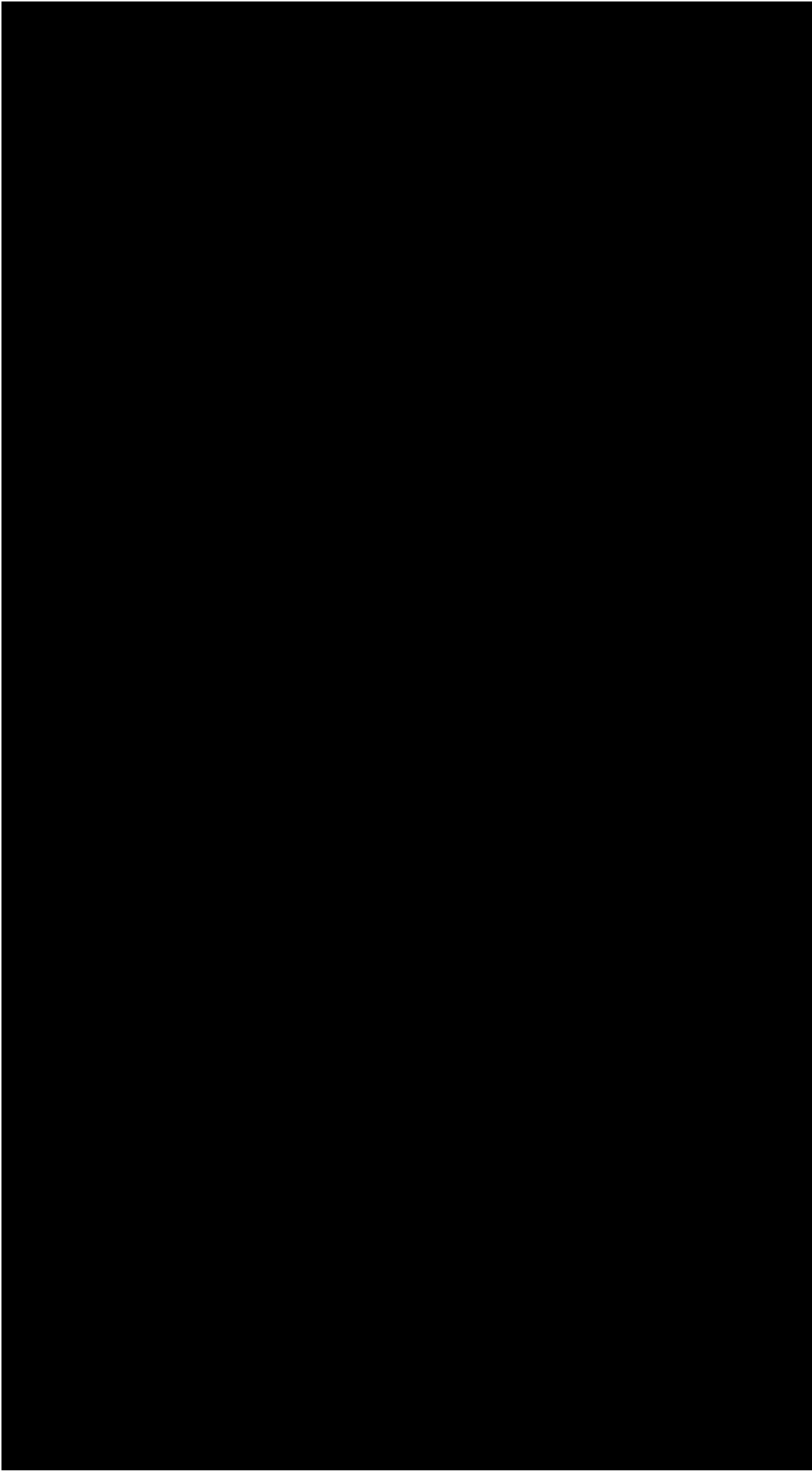
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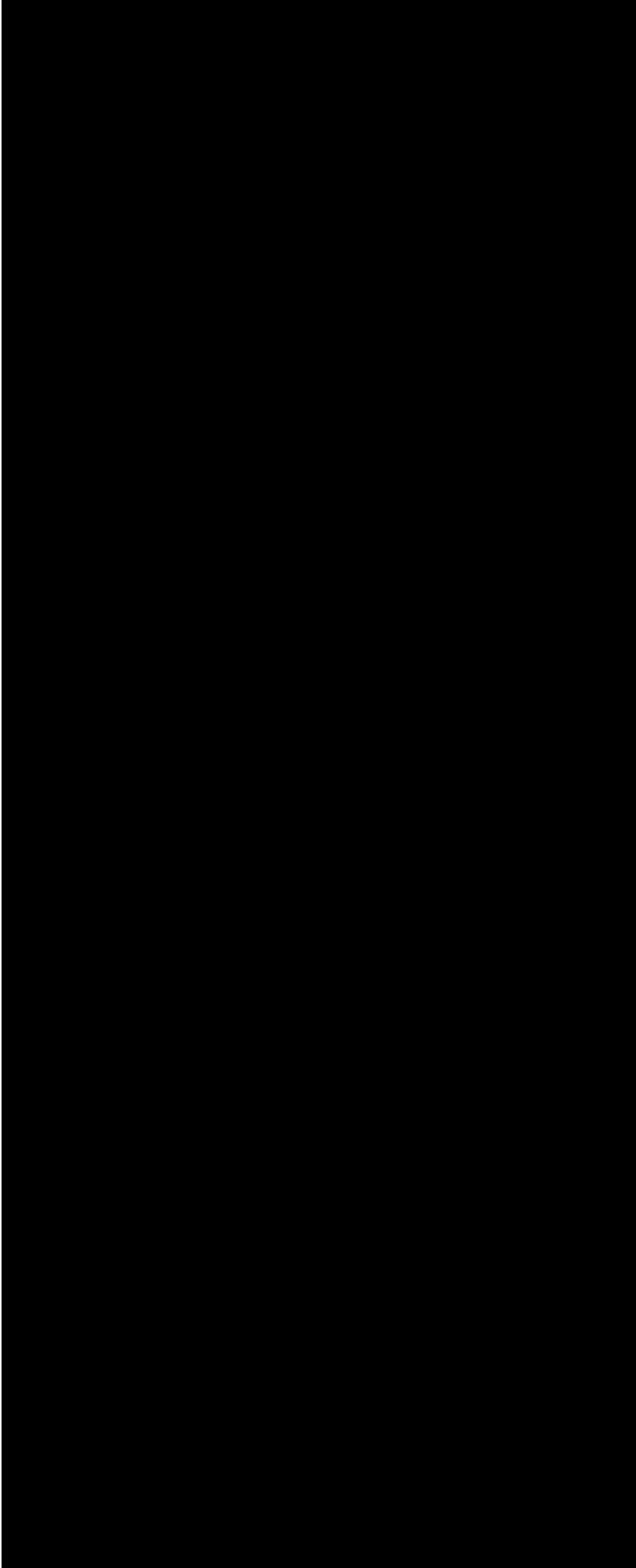
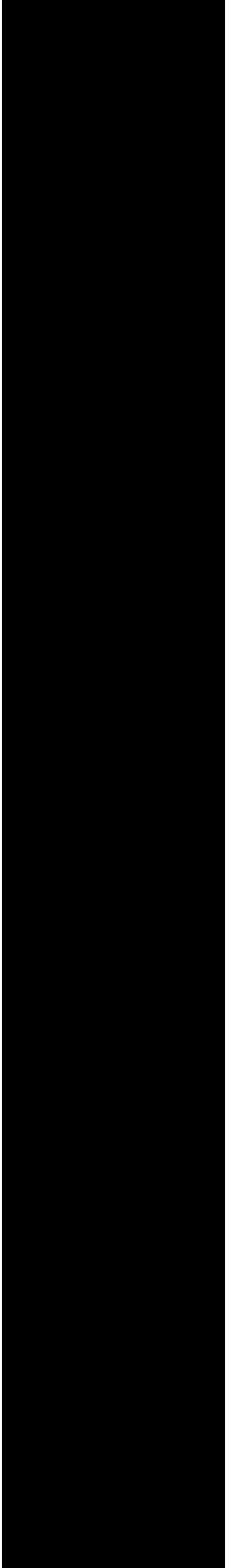


Table 4b – Workstream B Job Families Subcontractor Rate Card to be used for any new staff not listed above
(maximums, rates for individuals may be lower)



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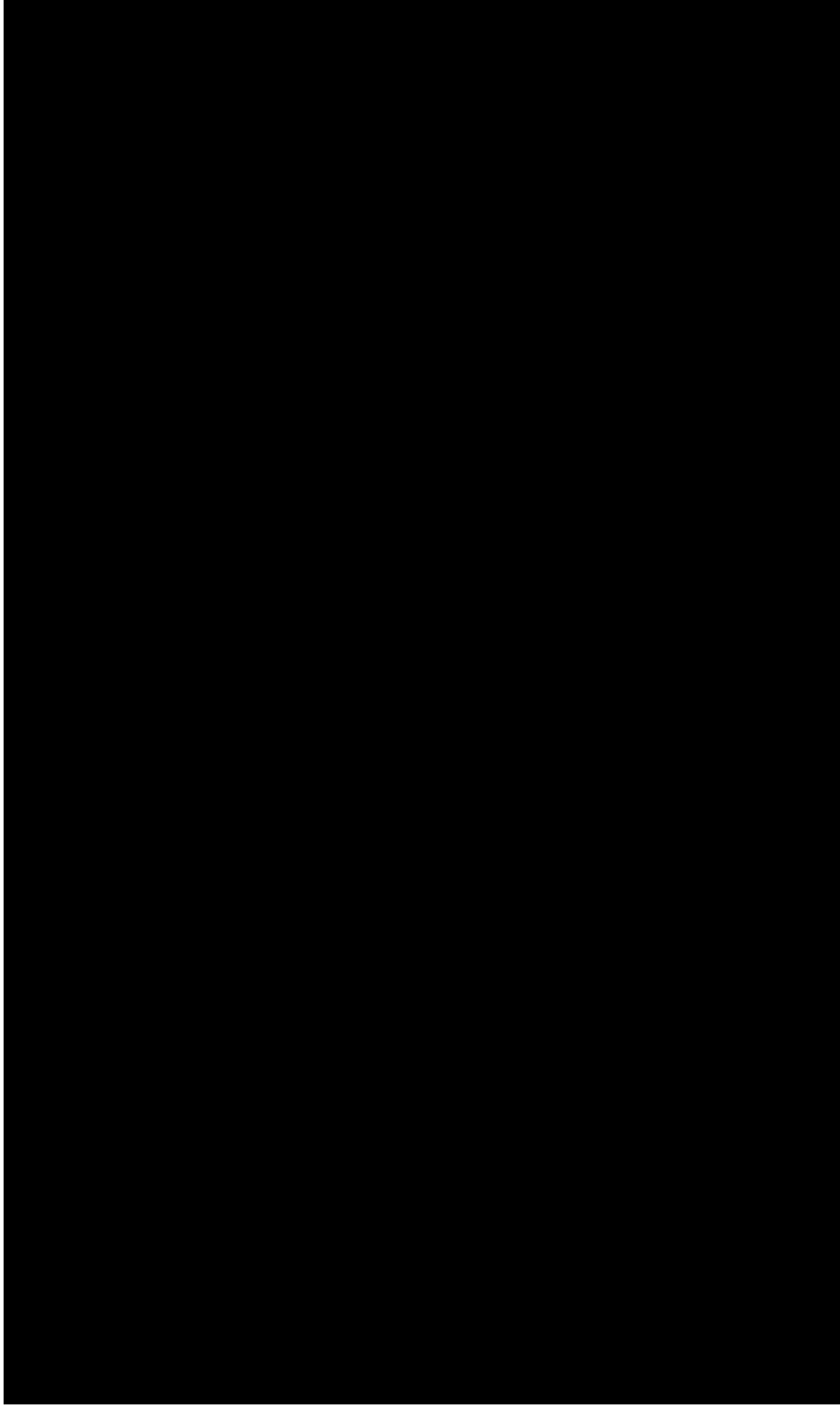
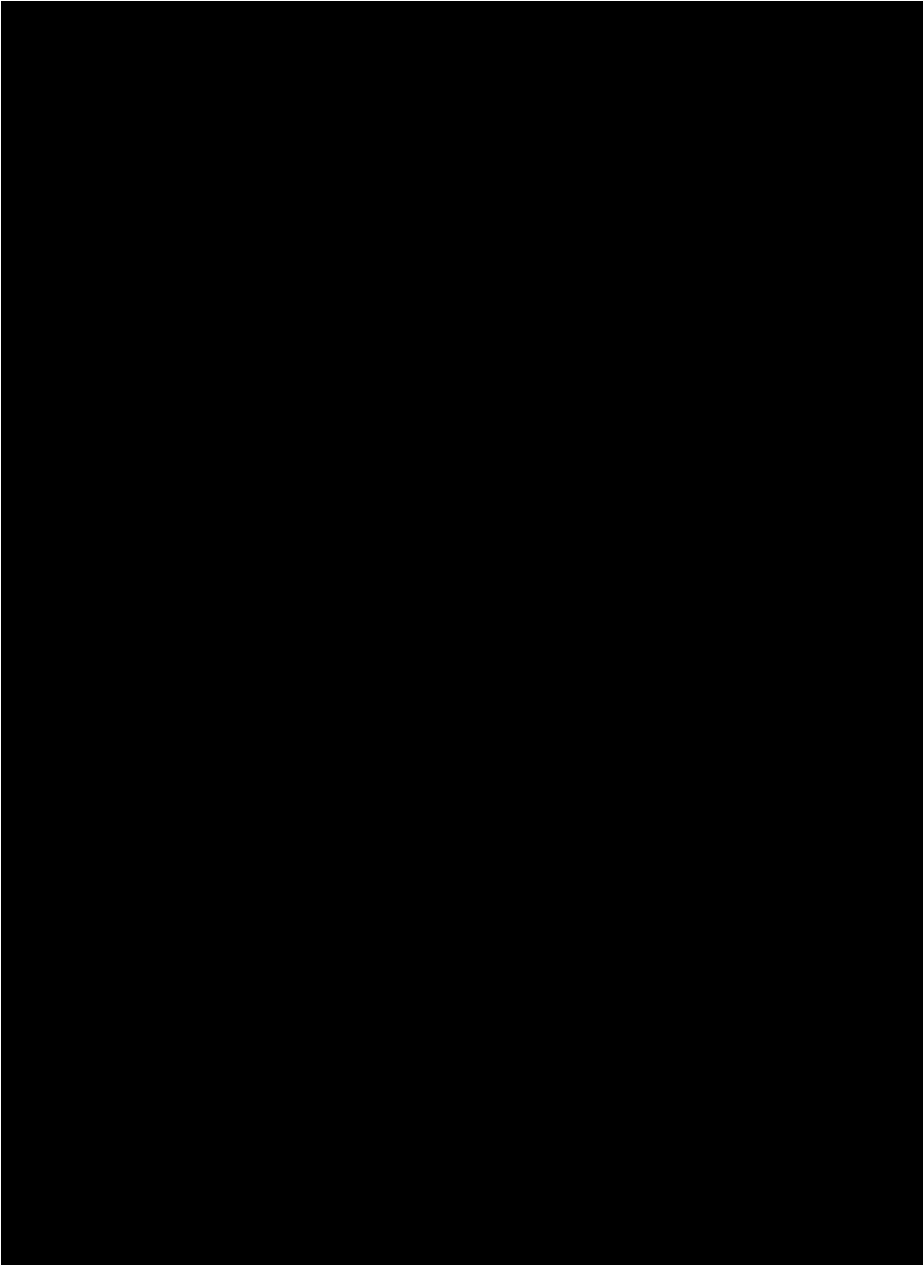


Table 5 – Tender Response Values for Schedule Definitions



Part 1

Key for the Work Plan																								
Process																								
DESNZ/Post review																								
DESNZ activity																								
Deliverable/ key meeting																								
★ - Milestone																								
SoR / T ref.	Activity	Output	Owner	Implementation/Operational Period												Operational Period								
				Year												Year								
				Q1			Q2			Q3			Q4			Q1			Q2			Q3		
J	F	M	A	M	A	M	J	A	S	O	N	D	J	F	M	A	M	J	A	S	O	N	D	
Element 1: Establishment of global operations																								
Element 2: Confirmation of delivery approach																								
Element 3: Stakeholder management																								
Element 4: Attracting International investment, including from the UK																								
Element 5: Knowledge management, communications and stakeholder engagement																								
Element 6: Monitoring and Evaluation																								
Element 7: Reporting and Governance																								
Element 8: Programme Management																								
Part C																								

(Workplan to cover entire contract period – image is illustrative of two operational periods only)

Part 2

Workstream B Work Plan Template (for each Established Country)

SoR / T ref. Activity Country X		Output	Owner	Key for the Work Plan																	
				Process																	
				DESNZ/Post review																	
				DESNZ activity																	
				Deliverable/ Key meeting																	
				★ - Milestone																	
				Implementation/Operational Period																	
				Year																	
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				Q4				Q1				Q2				Q3					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q1				Q2				Q3				Q4					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q2				Q3				Q4				Q1					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q3				Q4				Q1				Q2					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q4				Q1				Q2				Q3					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q1				Q2				Q3				Q4					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q2				Q3				Q4				Q1					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q3				Q4				Q1				Q2					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q4				Q1				Q2				Q3					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q1				Q2				Q3				Q4					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q2				Q3				Q4				Q1					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q3				Q4				Q1				Q2					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q4				Q1				Q2				Q3					
				J	F	M	A	M	A	M	J	J	A	S	O	N	D				
				Q1				Q2													

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Annex 3:

The below tables provide a high-level summary of the Form of the Forecast Budgets. Final templates will be agreed between the Parties as part of the Implementation Services, Milestone 1 and may be updated from time to time.

The Forecast Budgets will be broken down by the expected outputs and will include the proposed quarterly payment milestones linked to the budget per output and the expected delivery date of that output. Payments will therefore be made up of all the outputs delivered in the quarter.

The Workstream A Forecast Budget will include a projection out to the end of the Contract Term to demonstrate that the Supplier has enough budget left in workstream A to deliver the Contract for the Contract Term within the associated commercial conditions.

Workstream A Forecast Tender Budget (to 31 March 2029)

100

Table 2: Workstream A Implementation Period Fees

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1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand the current market landscape, identify gaps, and determine the target audience. Once a market need is identified, the next step is to develop a concept for a product that addresses this need. This concept should be based on a clear understanding of the target audience's needs and preferences, and it should be designed to provide a unique value proposition. The concept is then refined through a process of prototyping and testing, which involves creating a small-scale model of the product and testing it with a group of potential users. This process allows the company to gather feedback and make necessary adjustments to the product design. Once the concept is refined, the next step is to develop a business plan for the new product. This plan should outline the company's goals, the marketing strategy, the production process, and the financial projections. The business plan is then used to secure funding for the product development process. Once funding is secured, the company can move forward with the production of the new product. This involves sourcing materials, hiring a manufacturing team, and setting up a production line. The final step in the process is to launch the new product into the market. This involves creating a marketing campaign to promote the product, distributing the product to retailers, and monitoring sales and customer feedback. The company should continue to refine the product based on customer feedback and market trends to ensure its long-term success.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. For example, a manager might notice that sales are declining or that customer satisfaction is low. Once a problem is identified, the next step is to define it more precisely. This involves determining the scope of the problem, its causes, and its effects. For instance, a manager might define a problem as "a 10% decline in sales over the last quarter, primarily due to a loss of market share in the competitive market." This definition helps to focus the problem and provides a clear starting point for further investigation.

2. The second step in the process is to gather information about the problem. This involves collecting data and facts that are relevant to the problem. For example, a manager might gather data on sales trends, customer feedback, and market conditions. This information is then used to analyze the problem and identify its underlying causes. For instance, a manager might analyze sales data and find that the decline is primarily due to a loss of market share in the competitive market. This analysis helps to identify the root cause of the problem and provides a basis for developing a solution.

3. The third step in the process is to develop a solution. This involves identifying a course of action that will address the problem and achieve the desired state or goal. For example, a manager might develop a solution that involves increasing sales through a new marketing campaign or improving customer service. Once a solution is developed, the next step is to implement it. This involves putting the solution into action and monitoring its progress. For instance, a manager might implement a new marketing campaign and monitor its results over time. This implementation step is crucial for ensuring that the solution is effective and that the problem is resolved.

4. The fourth step in the process is to evaluate the results of the solution. This involves comparing the actual results with the desired state or goal. For example, a manager might evaluate the results of a new marketing campaign by comparing sales figures before and after the campaign. This evaluation helps to determine whether the solution was effective and whether the problem has been resolved. If the results are not satisfactory, the manager may need to develop a new solution or modify the existing one. This evaluation step is essential for ensuring that the problem is fully resolved and that the organization is on track to achieve its goals.

5. The fifth step in the process is to document the solution and the results. This involves creating a record of the problem, the solution, and the results. For example, a manager might create a report that describes the problem, the solution, and the results. This documentation helps to ensure that the solution is properly implemented and that the results are properly recorded. It also provides a basis for future problem-solving efforts. For instance, a manager might use the documentation to identify common problems and develop standard solutions. This documentation step is crucial for ensuring that the problem is properly resolved and that the organization is on track to achieve its goals.

Table 5: Workstream A Operational Period Forecast Budget Fees (to 31 March 2029)

1. **Introduction**

The purpose of this study is to investigate the effects of a new educational program on student performance. The program is designed to improve students' understanding of the subject matter and their ability to apply the knowledge in practical situations. The study will focus on the following research questions:

- 1.1. How does the program affect students' knowledge of the subject matter?
- 1.2. How does the program affect students' ability to apply the knowledge in practical situations?
- 1.3. How does the program affect students' attitudes towards the subject matter?

2. **Methodology**

The study will use a quasi-experimental design. The participants will be divided into two groups: an experimental group and a control group. The experimental group will receive the new educational program, while the control group will receive the traditional educational program. The data will be collected through pre-tests, post-tests, and follow-up tests. The data will be analyzed using statistical methods to determine the significance of the results.

3. **Results**

The results of the study show that the new educational program has a significant positive effect on students' knowledge of the subject matter. The experimental group scored significantly higher than the control group on the post-test and follow-up tests. The results also show that the new educational program has a significant positive effect on students' ability to apply the knowledge in practical situations. The experimental group scored significantly higher than the control group on the practical application tests. Finally, the results show that the new educational program has a significant positive effect on students' attitudes towards the subject matter. The experimental group showed a significant increase in their attitudes towards the subject matter compared to the control group.

4. **Conclusion**

The study concludes that the new educational program is effective in improving students' knowledge, ability to apply knowledge, and attitudes towards the subject matter. The results suggest that the program should be implemented in other educational settings to improve student performance.

Table 6: Workstream A Operational Period Forecast Fixed Costs and Expenses (to 31 March 2029)

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. For example, a manager might notice that sales are declining or that customer satisfaction is low. Once a problem is identified, the next step is to define it more precisely. This involves determining the scope of the problem, its causes, and its effects. For instance, a manager might define a problem as "a 10% decline in sales over the last quarter, primarily due to a loss of market share in the competitive market." This definition helps to focus the problem and provides a clear starting point for further investigation.

2. The second step in the process is to gather information about the problem. This involves collecting data and facts that are relevant to the problem. For example, a manager might gather data on sales trends, customer feedback, and market conditions. This information is then used to identify the causes of the problem. For instance, a manager might discover that the decline in sales is due to a combination of factors, including increased competition, changes in customer preferences, and a lack of effective marketing strategies. This step is crucial because it provides the manager with the information needed to make informed decisions about how to address the problem.

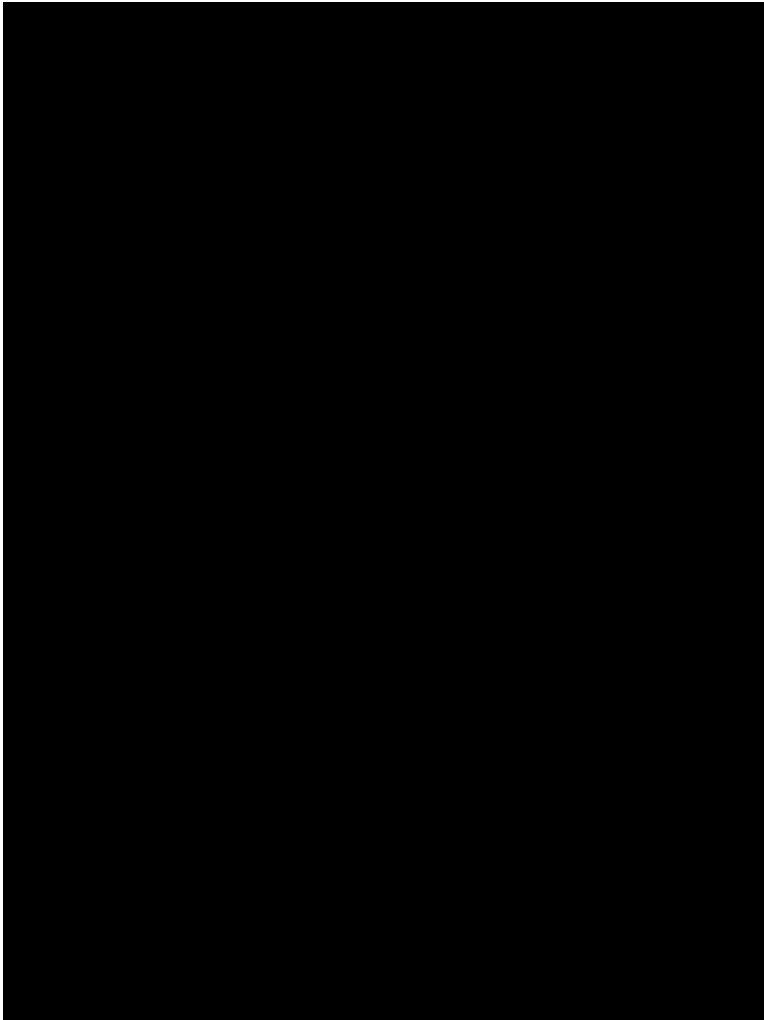
3. The third step in the process is to analyze the information gathered in the previous step. This involves identifying the key factors that are contributing to the problem and determining their relative importance. For example, a manager might analyze the data and find that the primary cause of the sales decline is a loss of market share to a new competitor. This analysis helps to narrow down the problem and identify the most critical areas for intervention. For instance, a manager might decide to focus on developing new marketing strategies to regain market share, rather than trying to address all the factors at once.

4. The fourth step in the process is to develop a plan of action to address the problem. This involves identifying the specific steps that need to be taken to solve the problem and determining the resources needed to implement the plan. For example, a manager might develop a plan to launch a new marketing campaign, hire additional sales staff, and improve customer service. This plan is then used to guide the implementation of the solution. For instance, a manager might assign specific tasks to different team members and set a timeline for the completion of the plan.

5. The fifth and final step in the process is to implement the plan and monitor the results. This involves putting the plan into action and tracking progress to ensure that the problem is being solved. For example, a manager might implement the marketing campaign and track sales trends to see if there is an improvement. This step is crucial because it allows the manager to see if the plan is working and make adjustments as needed. For instance, a manager might find that the marketing campaign is not working as well as expected and decide to make changes to the strategy.

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Annex 5: Price Index



Schedule 4 (Tender), con_8706 CFA2

Schedule 4 (Tender)

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Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

No.	Date	Item(s)	Duration of Confidentiality
1	26 September 2024	Existing or previous client contracts and contact details provided as part of the tender response.	Ongoing
2	26 September 2024	Existing or previous client case studies and lessons learned provided as part of the tender response.	Ongoing
3	26 September 2024	Methodology for providing the services as detailed in Schedule 4 of the contract.	Ongoing
4	26 September 2024	Budget information: - Fee rates for Supplier and Subcontractor staff - Supplier management fee percentage - Supplier profit margin	Ongoing

Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) Months of the Effective Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance Dashboard	Performance against contract KPIs. Top 3 KPIs and the top Social Value KPI as detailed in Schedule 10 as a minimum will be published quarterly.	Quarterly performance dashboard in the agreed format (format to be agreed in the first 6 months of contract)	Quarterly
Annual Report	Detailed assessment of delivery in the previous contract year against the CFA's logical framework.	Narrative report in the agreed format (format to be agreed in the first 6 months of the contract)	Annual
Annual Statement of project accounts	Detailed breakdown of project finances. Variance of invoiced spend against forecast as a percentage.	Narrative statement of contract finances. Audited statement of contract finances (internal audit is acceptable)	Annual
Subcontractors and supply chain mapping	In addition to the obligations of Schedule 18 – Supply Chain Visibility. Accurate record updated at least quarterly of subcontractors at all tiers in receipt of DESNZ funds including the name, address, status (company, NGO, charity etc.) and function of the subcontractor with respect to the delivery of the CFA. This record will also include the value of DESNZ funding received by each subcontractor.	Excel spreadsheet	Annual When there are material changes in the supply chain. As part of the project completion process.

Schedule 7 (Staff Transfer)

1. Definitions

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

"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

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	(f) claims whether in tort, contract or statute or otherwise; (g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Fair Deal Employees"	as defined in Part D;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; (b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPA, NHSPA or LGPS as defined in the Annexes to Part D of this Schedule;

"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff, in any jurisdiction in which the Employment Regulations apply, who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.
"TUPE Regulations"	The Transfer of Undertakings (Protection of Employment) Regulations 2006

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

- 3.1 Part C (No Staff Transfer Expected On Operational Services Commencement Date);
- 3.2 Part D (*Pensions*):
 - 3.2.1 Annex D1 (CSPS);

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

3.3 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:

3.3.1 Annex E1 (List of Notified Subcontractors);

3.3.2 Annex E2 (Staffing Information).

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

Part A: Staff Transfer at the Start Date

Not applicable

Part B: Staff transfer at the Start Date

Not Applicable

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

- (a) the Buyer will indemnify (subject to a limitation period of any Employee claim being made three months from any date of termination) the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The Supplier fully indemnifies and holds the Buyer harmless against all Employee Liabilities which may arise from:
 - 1.5.1 Any claim made by an employee that their employment transferred to the Supplier on commencement by virtue of the TUPE Regulations; and/or
 - 1.5.2 Any claim for an alleged failure by the Supplier or the Buyer to comply with any provision of the TUPE Regulations.
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.6.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.6.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
 - 1.6.3 in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.6.4 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.7 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 1.8 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee

Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

Part D: Pensions

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Eligible Employees"	means each of the CSPS Eligible Employees (as defined in Annex D1 to this Part D), (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	those: (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment

	Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1 as notified to the Supplier by the Buyer.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annex shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed); and
 - 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former New Deal Eligible Employees arising on expiry or termination of this Contract.

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any Default by the Supplier of this Part D, and/or the CSPS Admission Agreement;
 - 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;
 - 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee

representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;
- (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract; and/or

4.2 The indemnities in this Part D and its Annex:

- 4.2.1 shall survive termination of this Contract; and
- 4.2.2 shall not be affected by the caps on liability contained in Clause 15 (How much you can be held responsible for).

5. What happens if there is a dispute

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

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the Buyer and the Supplier unless the independent Actuary shall otherwise direct.

5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

- 6.1 The Parties agree Clause 23 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them or it by the Supplier under this Part D, in their or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in their or its own right under section 1(1) of the CRTPA.

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

7.1 The Supplier agrees to notify the Buyer should it Default any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for Material Default and the consequences of termination set out in Clause 14.5.1 shall apply in the event that the Supplier:

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

8. Transferring New Fair Deal Employees

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

- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangement for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Employees of, the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annex provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

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

9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes On The Relevant Transfer Date

Not applicable

no later than

11. Broadly Comparable Pension Schemes In Other Circumstances

11.1 If the terms of Paragraphs 2.2 of Annex D1: CSPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

11.2 Such Broadly Comparable pension scheme must be:

- 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
- 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
- 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
- 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
- 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):

- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and

- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the

Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this Paragraph.

12. Right Of Set-Off

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to: any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee and shall pay such set off amount to the relevant Statutory Scheme.
- 12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under this Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

1. Definitions

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

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal; and
"CSPS"	The "Alpha" pension scheme introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014 available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme.

2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with Paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of Paragraph 11 of Part D.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
 - 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace

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- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of any of the Supplier Staff listed on the Supplier Provisional Supplier Staff List (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date solicit or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer

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

any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a

Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
 - 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

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- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

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

- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
- 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

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

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- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.9.1 the Supplier and/or any Subcontractor; and
 - 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
 - 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier

Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
 - 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above). The Supplier agrees to indemnify the Buyer and/or any Replacement Supplier for any Employee Liabilities as a result of a failure by the Supplier to comply with its obligations under the Employment Regulations, any failure to make any payment due to any Transferring Supplier Employee before the Service Transfer Date, any failure to comply with any legal obligations owed by the Supplier to its employees before the Service Transfer Date or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List before or after the Service Transfer Date.

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Annex E1: List of Notified Subcontractors

DAI Global UK Limited – company registration number 1858644

Ricardo-AEA Limited – company registration number 08229264

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Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [**Insert** name of Transferor]

Number of Employees in-scope to transfer: []

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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	EMPLOYEE DETAILS & KEY TERMS							
	Detail s	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractua l weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
	Emp No 1							
	Emp No 2							
	Emp No							
	Emp No							
	Emp No							
	Emp No							
	Emp No							

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		CONTRACTUAL PAY AND BENEFITS						
	ASSIGNMENT							
	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
	Details							
	Emp No 1							
	Emp No 2							
	Emp No							
	Emp No							
	Emp No							
	Emp No							
	Emp No							

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

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CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPS, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Schedule 7 (Staff Transfer), Crown Copyright 2023, con_8706 CFA2

OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

Schedule 8 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Period"	has the meaning given to it in Paragraph 7.1;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 15 working days after the Effective Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the

Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a Material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and vetting requirements and ensure that all Supplier Staff have the necessary security/vetting clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security and vetting requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security and vetting clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 .If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Not used

7. Implementation Plan

- 7.1 The Implementation Period will be a six (6) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within this Contract;
 - 7.5.3 Not used.
 - 7.5.4 manage and report progress against the Implementation Plan;

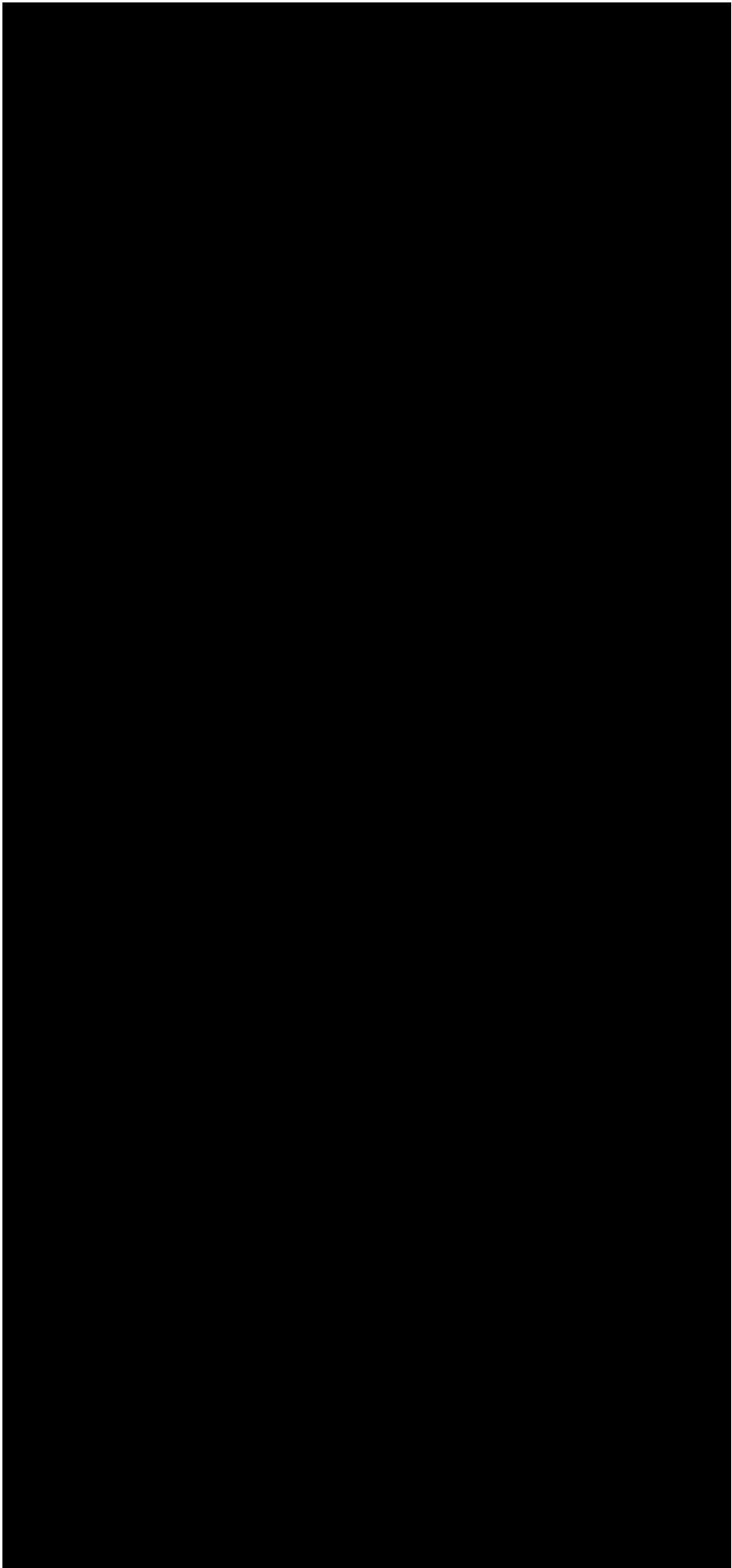
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- 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

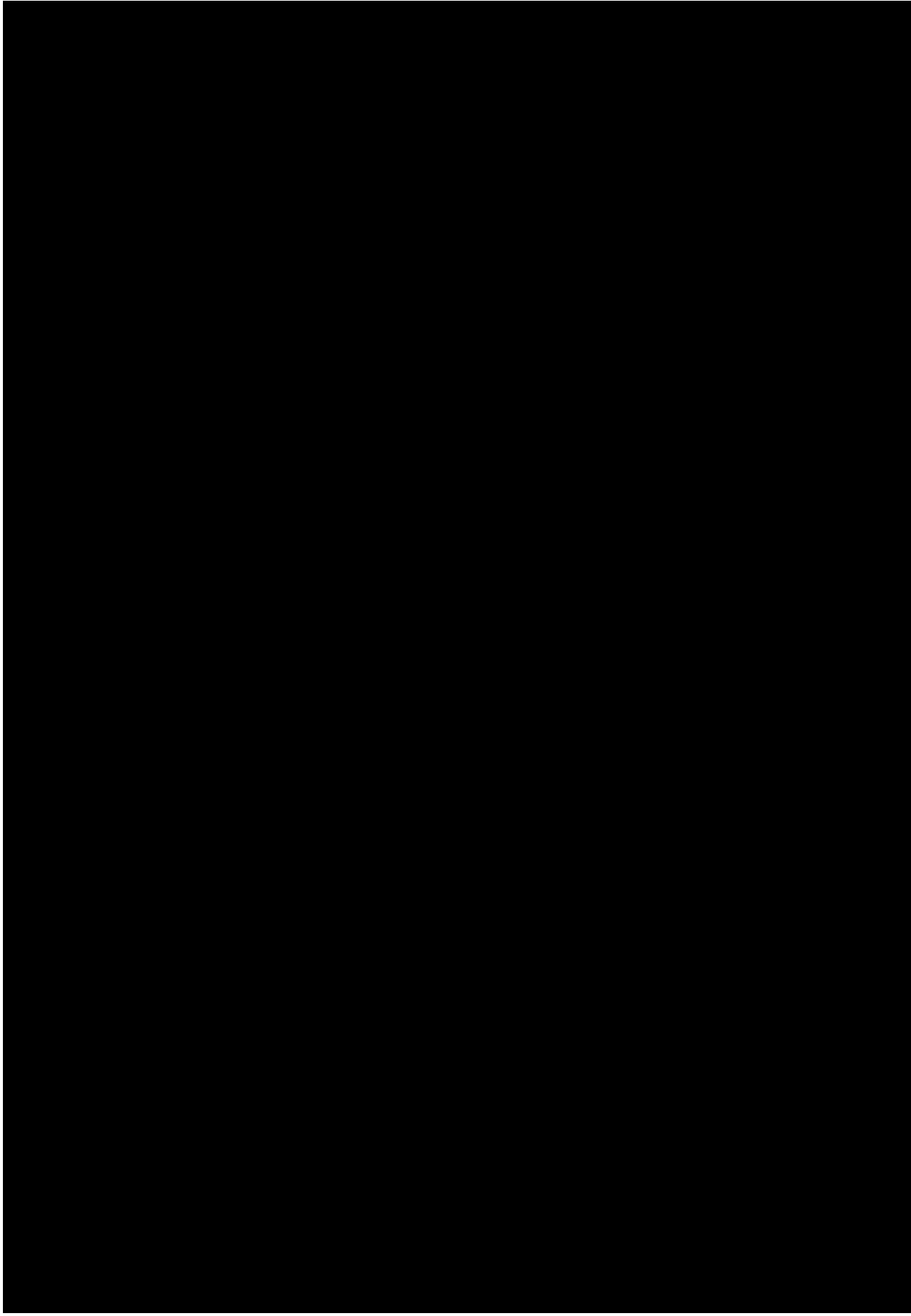
Annex 1: Implementation Plan

The Implementation Plan and initial Operational Delivery Period to 31 March 2026 is set out below in Figure 1. The Milestones to be Achieved are identified below in Table 1.

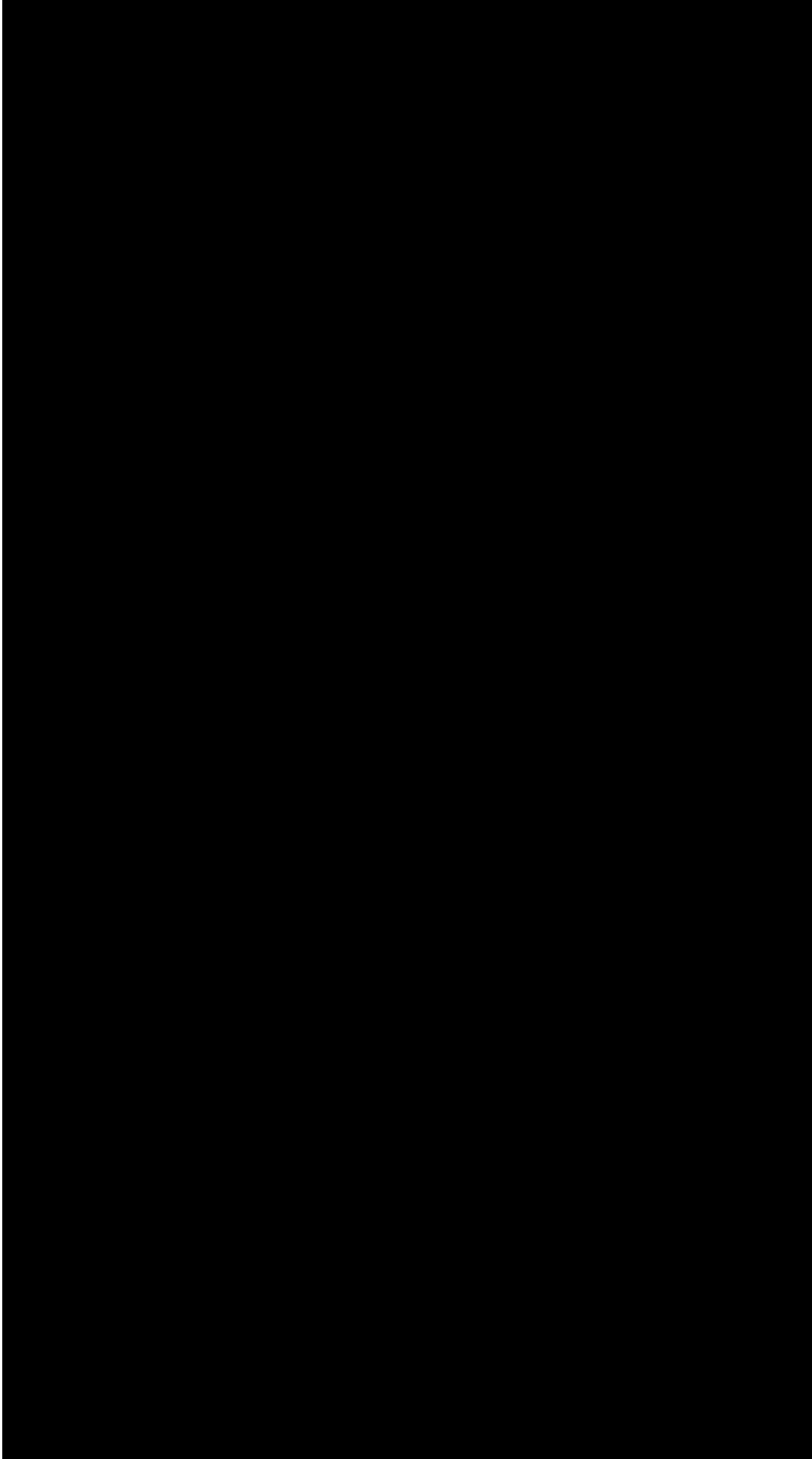
Figure 1: Implementation plan to 31 March 2026



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Table 1: Milestones to be Achieved

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments (net)	Delay Payments
1	The following deliverable items (as described in Schedule 2 (Specification)) will be considered complete when a final version is Approved by the Buyer. i. Kick-off meeting minutes ii. Quarterly reporting templates iii. Budgeting and forecasting templates iv. Review and update the GESDI Action Plan v. First Quarterly Report vi. Security plan in line with Duty of Care obligations vii. CFA operations manual	3 months from the Effective Date	1 December 2025	Buyer representation at kick-off and subsequent meetings, provision of necessary information and communication of decisions, in keeping with requirements set out in schedule 2 Statement of Requirements. Provision of satisfaction certificate in keeping with Part B.	██████████ (to be invoiced in accordance with Paragraph 3 Schedule 3 (Charges))	N/A
2	The following deliverable items (as described in Schedule 2 (Specification)) will be considered complete when a final version is Approved by the Buyer. i. Stakeholder Engagement and Communications Strategy	6 months from the Effective Date	28 February 2026	Buyer representation at meetings, provision of necessary information and communication of decisions, in keeping with requirements set out in schedule 2	██████████ (to be invoiced in accordance with Paragraph 3 Schedule 3 (Charges))	N/A

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Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments (net)	Delay Payments
	ii. CFA Logframe, Theory of Change and participant feedback surveys iii. Social value monitoring plan and reporting template iv. Second Quarterly Report v. Exit Plan vi. Detailed Operational Delivery Plan ("Delivery Plan" to include the Workstream A Work Plan and Workstream B Workplan as defined in Schedule 3 (Charges) and associated budget to consist of the Workstream A Forecast Budget and the Workstream B Forecast Budget as defined in Schedule 3 (Charges) through to March 2027. This will be split between a plan for the first one-month operational delivery period to 31 March 2026, and first annual delivery plan for FY26/27. The Delivery Plan will detail the expected outputs for the period and delivery dates for the same. - vii.			Statement of Requirements. Provision of satisfaction certificate in keeping with Part B.		
3	The following deliverable items (as described in Schedule 2 (Specification), and Schedule 4 (Tender) will be considered complete when a final version is Approved by the Buyer.	7 months from the Effective Date.	31 March 2026	Buyer representation at meetings, provision of necessary information and	[REDACTED] to be invoiced in accordance with	N/A

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Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments (net)	Delay Payments
	i. Fully functional website is online.			communication of decisions, in keeping with requirements set out in schedule 2 Statement of Requirements. Provision of satisfaction certificate in keeping with Part B.	Paragraph 3 Schedule 3 (Charges)	
4	The following deliverable items (as described in Schedule 2 (Specification), and Schedule 4 (Tender) will be considered complete when a final version is Approved by the Buyer. i. Fully functional CRM tool is available for use.	7 months from the Effective Date.	31 March 2026	Buyer representation at meetings, provision of necessary information and communication of decisions, in keeping with requirements set out in schedule 2 Statement of Requirements. Provision of satisfaction certificate	(to be invoiced in accordance with Paragraph 3 Schedule 3 (Charges)	N/A

Schedule 8 (Implementation Plan and Testing), Crown Copyright 2023, con_8706 CFA2

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments (net)	Delay Payments
				in keeping with Part B.		
The Milestones will be Achieved in accordance with this Part A of this Schedule.						

Part B - Testing

1. Achievement of Milestones

- 1.1 A Milestone shall be deemed to have been fully achieved when the Supplier has provided evidence that the criteria corresponding to that Milestone has been met (such criteria to be finalised in the further draft Implementation Plan to be provided pursuant to paragraph 2 of Part A of this Schedule 8 (Implementation Plan and Testing)).
- 1.2 Where the Achievement of a Milestone is dependent (or part dependent) on the Supplier producing a document, unless stated otherwise in the Implementation Plan referred to in paragraph 1.1 of Part B of this Schedule 8 (Implementation Plan and Testing), the document shall be considered to have met the relevant Milestone/criteria where a version has been submitted by the Supplier which has been Approved by the Buyer.

2. Satisfaction Certificate

- 2.1 The Buyer will issue a Satisfaction Certificate when a Milestone has met the relevant criteria and therefore the Milestone is considered to be Achieved.
- 2.2 If the Deliverables (or any relevant part) do not satisfy the relevant Milestone criteria, then the Buyer shall notify the Supplier and:
 - 2.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the issues which remain outstanding;
 - 2.2.2 the Buyer may extend the Milestone Date by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the issue and re-submit the Deliverables (or the relevant part) to the Buyer; or
 - 2.2.3 where the failure to satisfy the relevant Milestone criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a Material Default.
- 2.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review of the Deliverables.
- 2.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 2.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone; and

Schedule 8 (Implementation Plan and Testing), Crown Copyright 2023

- 2.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 2.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan, Clause 4 (Pricing and payments) and paragraph 3 of Schedule 3 (Charges).
- 2.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable issues and any other reasons for the relevant Milestone not being Achieved.
- 2.7 If issues remain, however the Buyer does not consider those issues to have a material impact on the Services, the Buyer (at its sole discretion) reserves the right to consider the Milestone Achieved and may issue a Satisfaction Certificate accordingly.
- 2.8 If the Buyer considers that material issues remain, the Buyer may refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a Material Default.
- 2.9 The Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of any identified issues in accordance with an agreed Rectification Plan provided that:
 - 2.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 2.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

3. Risk

- 3.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 3.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 3.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.
- 3.2 The Buyer shall not be entitled to subsequently reject any Deliverable or Milestone on the basis of a failure to meet any requirement which does not fall within the scope of the contract. Requests to add new scope to the contract shall be dealt with in accordance with the change control procedure in Clause 28 of the Core Terms.

Schedule 8 (Implementation Plan and Testing), Crown Copyright 2023

Annex 1: Test Issues – Severity Levels

Not used

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Effective Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in this Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been provided to the Buyer and meet the stated criteria for the above Milestone [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant criteria for the above Milestone].

[OR]

[This Satisfaction Certificate is granted on the condition that any issues notified to the Supplier are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments) and paragraph 3 of Schedule 3 (Charges).]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Schedule 10 (Service Levels)

1. Definitions

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

“Adjusted Total Sum”	has the meaning given to it in Paragraph 2.1.2 of the Annex to Part A of this Schedule;
“Attachment 1”	Attachment 1 to the Annex to Part A of this Schedule entitled “Service Levels Service Credits”;
“Annual”	shall mean a Contract Year;
"Critical Service Level Failure"	Means any of the following: • where the Supplier receives a performance rating of ‘Inadequate’ in respect of four or more Service Levels in any Service Period; • where the Supplier receives a performance rating of ‘Requires Improvement’ in respect of four or more Service Levels for two Service Periods or • irrespective of the above, if any of Service Level 7 or 12 is rated as ‘Inadequate’ in any Service Period;
“Quarter”	shall mean the first three Monthly periods starting from the Effective Date, and each subsequent three Monthly periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement), and “Quarterly” shall be interpreted accordingly;
“SC Service Level”	has the meaning given to it in Paragraph 4 of Annex to Part A of this Schedule;
“SC Service Level Weighting”	has the meaning given to it in Paragraph 2.1.2 of Annex to Part A of this Schedule;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Award Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure by achieving a rating of “Good” (as described in Attachment 1 in the Annex to

Schedule 10 (Service Levels), Crown Copyright 2023, con_8706 CFA2

	Part A of this Schedule) in respect of a Service Level;
“Service Level Performance Measure”	Shall be as set out against the relevant Service Level in Attachment 1 to the Annex to Part A of this Schedule; and
"Service Level Threshold"	the Service Level Threshold will be met where the Supplier receives a rating of “Inadequate” in respect of a Service Level, as described in Attachment 1 in the Annex to Part A of this Schedule.
“Service Period(s)”	shall mean each Contractual Year (unless otherwise stated in column L of Attachment 1 to this Schedule), with the first Service Period beginning on the Effective Date. The final Service Period shall end on the expiry or termination of the Term.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed a rating of “Good” in respect of each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right in respect of certain Service Levels, to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing its progress against each of the Service Levels and/or the level of service which was achieved in respect of a Service Period in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

Schedule 10 (Service Levels), Crown Copyright 2023, con_8706 CFA2

- 2.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5 Subject to Paragraphs 2.6 and 2.7, not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the description, method of measurement, frequency of measurement and/or weighting of a Service Level in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the above aspects may change does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.
- 2.6 Where a SC Service Level has expired (as indicated in Attachment 1), the Buyer reserves the right to either:
 - 2.6.1 reallocate the SC Service Level Weighting to another SC Service Level or across a number of SC Service Levels; or
 - 2.6.2 change the definition of the SC Service Level.
- 2.7 Where the Buyer expands the scope of the Contract in accordance with Schedule 31 (Buyer-Specific Terms), the Buyer reserves the right to increase the number of, or redefine, the Service Levels in terms of the description, method of measurement, frequency of measurement and/or weighting.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to meet the rating of 'Inadequate' as described in Attachment 1; or

1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

- 2.1 Attachment 1 to the Annex to Part A of this Schedule describes which Service Levels may give rise to Service Credits, where a Service Level Failure occurs.
- 2.2 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.3 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT as further described in Annex A. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.
- 2.4 Where Service Credits are payable in respect of the final Contract Year, the Supplier may not issue its final invoice unless and until the final Performance Monitoring Report has been issued and agreed by the Buyer. The Supplier shall then deduct any Service Credits payable against the final invoice. The Buyer shall use reasonable endeavours to consider and agree the final Performance Monitoring Report in a timely manner.

3. Rectification – Service Level Failure

- 3.1 Without prejudice to Paragraph 2 of this Part A to this Schedule, where a Service Level Failure occurs, the following shall apply:
 - 3.1.1 if the Supplier receives a rating of 'Inadequate' (as described in Attachment 1) in respect of any Service Level in any Service Period,

Schedule 10 (Service Levels), Crown Copyright 2023, con_8706 CFA2

the Supplier will be required to submit a Rectification Plan and the Rectification Plan Process shall apply;

- 3.1.2 if the Supplier receives a rating of 'Requires Improvement' or 'Approaching Target' in two consecutive Service Periods, or twice within four consecutive Service Periods, the Supplier will be required to submit a Rectification Plan and the Rectification Plan Process shall apply;
- 3.1.3 if the Supplier receives a rating of 'Requires Improvement' or 'Approaching Target' in respect of any Service Level in any Service Period, the Buyer reserves the right to require the Supplier to attend a meeting to discuss preventative measures to be adopted with the aim of improving performance in advance of the next reporting period.

Annex A to Part A: Service Levels and Service Credits Table

1. Introduction

- 1.1 The Service Levels are described in further detail in Attachment 1 which also identifies:
 - 1.1.1 the point at which a Service Level Failure is deemed to occur;
 - 1.1.2 whether a Service Level Failure in respect of a particular Service Level will give rise to Service Credits; and
 - 1.1.3 the method by which the Buyer will determine the amount payable by way of a Service Credit.
- 1.2 In respect of assessing performance against each Service Level, the Supplier's performance will either be designated as 'Good', 'Approaching Target', 'Requires Improvement' or 'Inadequate' as further described in Attachment 1. Where performance is not rated as 'Good' in respect of any Service Level, this will constitute a Service Level Failure.
- 1.3 Performance in respect of certain Service Levels is to be measured by reference to a percentage in order to identify whether performance is to be designated as 'Good', 'Approaching Target', 'Requires Improvement' or 'Inadequate'. This shall be calculated to one decimal place (e.g. if the Supplier's performance is 9.55%, this shall be considered to constitute 9.6%).
- 1.4 Column K of Attachment 1 indicates whether a Service Level Failure may incur a Service Credit (an "**SC Service Level**").

2. How Service Credits will be calculated

- 2.1 Service Credits shall be calculated at the end of each Contract Year in accordance with the following steps:
 - 2.1.1 **Step 1:** the Buyer shall calculate the total of the Supplier's Charges for that particular Contract Year in respect of [Workstream A Charges] and [the value of the Management Fee Percentage on Workstream B] deducting any Reimbursable Expenses due under Workstream A (the "**Total Sum**");
 - 2.1.2 **Step 2:** the Buyer shall then calculate 15% of the Total Sum (the "**Adjusted Total Sum**");
 - 2.1.3 **Step 3:** each SC Service Level is designated a weighting in column M of Attachment 1 ("**SC Service Level Weighting**"), which represents a percentage of the Adjusted Sum which is payable as a Service Credit in respect of each SC Service Level where a Service Level Failure occurs. For example, in respect of Service Level 4,

the SC Service Level Weighting is 5%, which represents 5% of the Adjusted Total Sum. This will identify the “**Weighted Sum**”;

- 2.1.4 **Step 4:** the Weighted Sum may be reduced dependent on the performance rating applied against that particular SC Service Level as follows:

Performance Rating	% of Weighted Sum payable as a Service Credit
Inadequate:	100% of Weighted Sum is payable
Requires Improvement:	25% of Weighted Sum is payable
Approaching Target:	10% of Weighted Sum is payable

- 2.2 The following example illustrates how the above will be applied where the Supplier has received a rating of ‘Requires Improvement’ in respect of Service Level 4:

Total Sum = £10m

Adjusted Total Sum = £1.5m

SC Service Level Weighting for Service Level 4 is 5%, therefore the Weighted Sum = £75,000

*Supplier’s performance is rated as ‘Requires Improvement’, **therefore the Service Credit payable = £18,750** (i.e. 25% of the Weighted Sum)*

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Quarter just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the previous Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during the previous Service Period;
 - 1.2.3 an update on how the Supplier is progressing against the stipulated target for the current Service Period;
 - 1.2.4 details of any Critical Service Level Failures;
 - 1.2.5 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.6 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.7 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Quarterly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

Schedule 10 (Service Levels), Crown Copyright 2023, con_8706 CFA2

- 1.4 The minutes of the preceding Quarter's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Attachment 1 Schedule 10 -Service Levels Service Credits

Service Level reference	Service Level objective	Service Level description	Service Level Performance Measure	Assessment of Performance				Flowed down to country level	Service credit applied	Service Period	KPI weighting for Service Credits	Service Credit for each Service Period	Publishable KPI: Cabinet office transparency report	Service Level validity period
				Not Achieved	Requires Improvement	Approaching Target	Good Performance							
1	Portfolio is developed in line with the portfolio characteristics specified in the Statement of Requirements	Number of projects supported during contract term. ["Supported" means that the project has received the required support from the CFA. This means that the project has received all of the support activities as listed in the core matters of the CFA approach as defined in the SoR to qualify as "supported" under this Service Level. If a project is terminated part way through, and such termination is not attributable to the Supplier, the Buyer shall discuss this with the Supplier for the purposes of determining whether an adjustment is required to this particular Service Level.]	410 projects in the period to 31 March 2020. Annual targets to be agreed in the Implementation Period. Future targets for the remainder of the Initial Period to be agreed subject to confirmation of budget availability from the Buyer. [Bidder Note: the figure quoted above represents the total number of projects to be supported over the Initial Period. However, the figure will be agreed with the Supplier during the Implementation Period in terms of how it breaks down annually and may be adjusted annually thereafter. As the first year of the Initial Period will incorporate a six month Implementation Period, DESNZ anticipates that any Service Levels which are to be measured on an annual basis, will require a lower target within the first year compared with subsequent contract years.]	< 64.4%	64.5-94.4%	94.5-99.9%	100%	Yes	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
2		Number of projects supported ('supported' shall be as defined in respect of KPI1 above) in each Tier 2 country during initial contract term	The figure quoted for each country represents the minimum number of projects to be supported in each Tier 2 country up to 31 March 2020. Annual targets per country to be agreed in the Implementation Period. Future targets for the remainder of the Initial Period to be agreed subject to confirmation of budget availability from the Buyer. Subject to the confirmation of budget by the Buyer, DESNZ anticipates the overall Performance Measure for the Initial Period will be 40 for each Tier 2 country. [Bidder Note: the figure quoted for each country represents the minimum number of projects to be supported in each Tier 2 country over the Initial Period. However, this figure will be agreed with the Supplier during the Implementation Period in terms of how it breaks down to an annual target per country and may be adjusted annually thereafter. As the first year of the Initial Period will incorporate a six month Implementation Period, DESNZ anticipates that any Service Levels which are to be measured on an annual basis, will require a lower target within the first year compared with subsequent contract years.]							Annual [Bidder note: Reporting will be against the Annual target for each country agreed in the Implementation Period and on an annual basis]	n/a	n/a	No	From month 9 of the Initial Period or whenever country operations in Tier 2 countries are established, whichever is the earlier. (however may be extended/amended) depending on whether the Buyer exercises the extension options)
2B		India	Minimum of 28	< 18	18-22	23-27	28	Yes	No	Annual	n/a	n/a	No	As above cell
2C		Indonesia	Minimum of 28	< 18	18-22	23-27	28	Yes	No	Annual	n/a	n/a	No	As above cell
2D		Kenya	Minimum of 28	< 18	18-22	23-27	28	Yes	No	Annual	n/a	n/a	No	As above cell
2E		Malaysia	Minimum of 28	< 18	18-22	23-27	28	Yes	No	Annual	n/a	n/a	No	As above cell
2F		Thailand	Minimum of 28	< 18	18-22	23-27	28	Yes	No	Annual	n/a	n/a	No	As above cell
3		% of CFA projects supported ('supported' shall be as defined in respect of KPI1 above) in Tier 2 countries during initial contract term	55% of projects in tier 2 countries up to 31 March 2020. This represents the minimum percentage of projects to be supported in Tier 2 countries up to 31 March 2020. However, this figure will be agreed with the Supplier during the Implementation Period in terms of how it breaks down to an annual percentage and may be adjusted annually thereafter. Performance Measure will be revised for the remainder of the Initial Period (i.e. 1 April 2020 onwards) subject to the Buyer's confirmation of available budget. Subject to the confirmation of budget by the Buyer, DESNZ anticipates the overall Performance Measure for the Initial Period will be 65%. [Bidder Note: the percentage quoted represents the minimum percentage of projects to be supported in Tier 2 countries over the Initial Period. However, this figure will be agreed with the Supplier during the Implementation Period in terms of how it breaks down to an annual percentage and may be adjusted annually thereafter. As the first year of the Initial Period will incorporate a six month Implementation Period, DESNZ anticipates that any Service Levels which are to be measured on an annual basis, will require a lower target within the first year compared with subsequent contract years.]	<52.4%	52.5-56.4%	56.5-64.9%	>65	Yes	Yes	Annual	5%	As per Schedule 10, Annex A to Part A, paragraph 2	No	From month 9 of the Initial Period or whenever country operations in Tier 2 countries are established, whichever is the earlier. (however may be extended/amended) depending on whether the Buyer exercises the extension options)
4		Percentage of total projects supported ('supported' shall be as defined in respect of KPI1 above) closing deals within 24 months of support to the project being concluded. ("Deal closed" means where investment has been received. All and any type of investment counts e.g. equity / debt / mezzanine / government grant / project finance / blended finance etc)	70.5% [Note: DESNZ anticipates that this KPI may not begin to deliver until the 3rd year of the contract due to the lag between CFA support being provided to projects and those projects subsequently closing investment deals. However, the Supplier should still track any investment realised before the KPI applies.]	<20%	20.1-25.9%	26-29.9%	>30%	Yes	No	Annual	n/a	n/a	No	From the start of the third Contract Year of the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
5		Percentage of supported ('supported' shall be as defined in respect of KPI1 above) projects in the CFA target ticket size (>\$5m) ("Ticket size" means amount of investment sought by projects)	>60%	<60%	60.1-70.9%	71-79.9%	>80%	Yes	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
6	Country-level operations are established in a timely way in line with the Statement of Requirements	Dates that country operations are established ["Established" means that the country team is in place, scoping/research/required landscape mapping is complete, country-level approach, methodology and focus is agreed including the initial route to sourcing projects and project sourcing has commenced.]	Countries established by the following deadlines: Tier 1 – within 6 months of contract signature Tier 2 – within 9 months of contract signature	< 3 Tier 1 OR >3 Tier 2s	At least 4 Tier 1 AND 3 Tier 2	At least 4 Tier 1 AND 4 Tier 2	5 Tier 1 AND 5 Tier 2	No	Yes	Annual	20%	As per Schedule 10, Annex A to Part A, paragraph 2	No	Until the end of Month 12 of the Initial Period
7	Implementation plans at global and country level are developed in line with country strategies and CFA objectives. Activities are implemented and managed effectively.	Achievement of delivery milestones in the agreed Annual Workplan	88% of the agreed delivery milestones in the agreed annual workplan delivered on time. Note: specific factors covered in KPIs 1,2,3 and 5 will not be considered here. The Supplier may propose updates to the Annual Workplan on a quarterly basis for consideration by the Buyer. If the Buyer accepts these changes, that agreement will be provided to the Supplier by the Buyer in writing. On agreement of any quarterly changes, the agreed Annual Workplan against which this Service Level is assessed shall be deemed to be updated to incorporate any such changes.	< 84%	84.1-84.9%	85-87.9%	>88%	Yes	Yes (Service Credit will not be applied at Approaching Target level for this Service Level only for the first Operational Period. DESNZ will review this provision for future Operational Periods)	Annual	30%	As per Schedule 10, Annex A to Part A, paragraph 2	No	From the start of the first Operational Period (Expected 1 April 2026) (however may be extended/amended depending on whether the Buyer exercises the extension options)
8	High levels of financial and programme management ensuring the programme is delivered to budget with accurate and timely reporting and invoicing	Quarterly Performance Monitoring Reports	Reporting received on time and in agreed format/quality as per agreed deadlines in Schedule 10. [Bidder note: Format of Performance Management Reports will be agreed in the Implementation Period as per Schedule 10.]	One or more QR more than 1 day late	One or more QR 1 day late	N/A	All on time	Yes	Yes	Annual	15%	As per Schedule 10, Annex A to Part A, paragraph 2	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
9		Invoices	Invoice received on time and in agreed format with complete supporting information as per agreed deadlines in Schedule 4.	One or more invoice more than 1 day late	One or more invoice 1 day late	N/A	All on time	Yes	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
10		Variance to forecasted quarterly invoice.	Invoice is within 5% of quarterly forecast	One or more invoice >10% variance against forecast	One or more invoice within 5.1-9.9% variance against forecast	N/A	All invoices <5% variance against forecast	Yes	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
11		Full portfolio overview dataset updated and shared quarterly (including data regarding portfolio of projects and engagement with investor and other programme stakeholders). ["Full portfolio overview dataset" means the information as a minimum specified in Element 7 of Schedule 2 - Statement of Requirements and any other portfolio data committed to in the Supplier Proposal or as may be agreed between the Buyer and Supplier).	Updated dataset provided on time, quarterly, as per the Statement of Requirements .	One or more datasets more than 1 day late	One or more datasets 1 day late	N/A	All on time	Yes	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
12	Compliance incidents managed robustly	Number of fraud, bribery, corruption, legal, Modern Slavery, and SF4H compliance incidents in the contract supply chain and at project level not handled in line with Supplier policies and procedures. ["Incident" means allegation, suspected issue, possible issue, confirmed issue, investigation by a relevant regulatory or other authority or conviction for wrongdoing]	0	>0	N/A	N/A	0%	Yes	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
13.a	Partnerships	Number of global and/or regional events organised to better connect projects with investors	Global and/or regional events organised once a year	0 event completed	0 event completed	1 in progress	1 or more events completed	No	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
13.b	Partnerships	Positive feedback survey response from investors	Positive feedback received from investors following global events aimed at engaging international investors	Negative	Neutral	Positive	Very Positive	No	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)
13.c	Partnerships	Number of Memorandum of Understanding (MoU) formed as part of CFA delivery, including with potential embedding partners	Signing an average of 2 MoUs per year	0	1	2	>3	No	No	Annual	n/a	n/a	No	During the Initial Period (however may be extended/amended depending on whether the Buyer exercises the extension options)

KPI 13(h) - SLA response and Target resolution times for managing open queries

Service Level Performance Measure.

Criticality	Availability	Initial response from the Supplier's Support Team	Target Time for resolution
Priority 1 - High Production system down and inaccessible to all users.	09:00 to 17:30 UK hours, Monday - Friday (excluding UK public holidays).	Within 2 working hours.	Within 7.5 working hours.
Priority 2 - Medium Production system critically impaired. Large groups of users affected.	09:00 to 17:30 UK hours, Monday - Friday (excluding UK public holidays).	Within 3 working hours.	Within 15 working hours.
Priority 3 - Low Inconvenience, system largely operational. Individual or small number of users affected.	09:00 to 17:30 UK hours, Monday - Friday (excluding UK public holidays).	Within 8 working hours.	Within 37.5 working hours.

Assessment of Performance

Good	All of the above target initial response times and target times for resolution have been achieved in the previous Quarter
Approaching Target	80-99.99% of the above target initial response times and target times for resolution have been achieved in the previous Quarter
Requires Improvement	60-79.99% of the above target initial response times and target times for resolution have been achieved in the previous Quarter
Inadequate	0-59.99% of the above target initial response times and target times for resolution have been achieved in the previous Quarter; or any initial response time or target time for resolution has taken twice the target time stated above in respect of a query raised in the previous Quarter

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

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

Schedule 11 (Continuous Improvement), Crown Copyright 2023, con_8706 CFA2

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

Schedule 12 (Benchmarking)

1. Definitions

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

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

2. When you should use this Schedule

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

3. Benchmarking

3.1 How benchmarking works

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

3.2 Benchmarking Process

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

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

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

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

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

3.3 Benchmarking Report

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

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

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

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

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

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Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Please see Schedule 2 - Specification

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

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

2. BCDR Plan

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

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

3.1 Section 1 of the BCDR Plan shall:

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

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

4. Business Continuity (Section 2)

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

5. Disaster Recovery (Section 3)

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

6. Review and changing the BCDR Plan

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

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

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

7. Testing the BCDR Plan

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

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

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

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Schedule 15 (Minimum Standards of Reliability)

1. Standards

- 1.1 If this Contract has an anticipated contract value in excess of £20 million (excluding VAT) it shall not be awarded unless the Supplier can demonstrate that it meets the minimum standards of reliability as set out in the Find a Tender Service Notice (“**Minimum Standards of Reliability**”) at the time of the proposed award of this Contract.
- 1.2 The Buyer shall assess the Supplier’s compliance with the Minimum Standards of Reliability whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, the Buyer shall so notify the Supplier and the Buyer reserves the right to terminate its Contract for Material Default under Clause 14.4 (When the Buyer can end the contract) and the consequences of termination set out in Clause 14.5.1 shall apply.

Schedule 18 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 18; and
"Unconnected contract"	Sub- any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier)
"Unconnected contractor"	Sub- any third party with whom the Supplier enters into an Unconnected Sub-contract

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 18 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

- 2.3 The obligations on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
 - 3.1.1 the total contract revenue received directly on this Contract;
 - 3.1.2 the total value of sub-contracted revenues under this Contract (including revenues for non-SMEs/non-VCSEs); and
 - 3.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1 – 3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

4 Visibility of Payment Practice

- 4.1 If this Contract has at the Effective Date an anticipated contract value in excess of £5 million per annum (excluding VAT) averaged over this Contract Period and without prejudice to Clause 4.6, Clause 8.2.1(b) and 8.2.2(b), the Supplier shall:
 - (a) pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
 - (i) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
 - (ii) the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment);

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- (b) pay all valid invoices or requests for payment to its Supply Chain in an average of 55 days or less; and
- (c) include within the Supply Chain Information Report a summary of its compliance with this Paragraph 4.4, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.

4.2 If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to:

- pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt; or
- pay all valid invoices or requests for payment to its Supply Chain in an average of 55 days or less measured from the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment;

the Supplier shall provide to the Buyer within 15 Working Days of submission of the latest Supply Chain Information Report an action plan (the “**Action Plan**”) for improvement. The Action Plan shall include, but not be limited to, the following:

- (a) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt or failure to pay all valid invoices or requests for payment to its Supply Chain in an average of 55 days or less measured from the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment;
- (b) actions to address each of the causes set out in Sub-Paragraph (a); and
- (c) mechanism for and commitment to regular reporting on progress to the Supplier’s Board.

4.3 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.

4.4 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier’s Solution (to the extent it is not already included).

4.5 If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to:

Schedule 18 (Supply Chain Visibility), Crown Copyright 2023, con_8706 CFA2

- pay 95% or above of its Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment; or
- pay all valid invoices or requests for payment to its Supply Chain in an average of 55 days or less measured from the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment;

or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Annex 1 - Supply Chain Information Report template

To be provided to the Buyer Quarterly as part of the Performance Reports.

Period of reporting: [insert dates]

Supply Chain Spend

	Contract Year 20[]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Contract Year	£[]	100%	£[]	100%
Total value of Sub-contracted revenues (£) in this Contract Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to SMEs (£) in this Contract Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to VCSEs (£) in this Contract Year	£[]	[]	£[]	[]

Payment Practice

Schedule 18 (Supply Chain Visibility), Crown Copyright 2023, con_8706 CFA2

	Under this contract	Supplier as a whole
Supplier has paid all invoices within agreed terms as set out in the relevant subcontract or funding arrangement.	Yes/No [if No provide details and an explanation below]	Yes/No [if No provide details and an explanation below]
Supplier has paid $\geq 95\%$ of all supply chain invoices within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment.	Yes/No [if No provide details and an explanation below]	Yes/No [if No provide details and an explanation below]
Supplier has paid all valid invoices or requests for payment to its Supply Chain in an average of 55 days or less measured from the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment.	Yes/No [if No provide details and an explanation below]	Yes/No [if No provide details and an explanation below]

Schedule 20 (Processing Data)

1. Status of the Controller

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- 1.1.1 "Controller" in respect of the other Party who is "Processor";
- 1.1.2 "Processor" in respect of the other Party who is "Controller";
- 1.1.3 "Joint Controller" with the other Party;
- 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 2.4.1 process that Personal Data only in accordance with Annex 1 (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 2.4.3 ensure that:
- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (Processing Personal Data));
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

- (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.
- 2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller promptly if in relation to it Processing Personal Data under or in connection with this Contract it:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

- 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:

- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
- 2.11.2 obtain the written consent of the Controller;
- 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
- 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex **Error! Reference source not found.** (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

4.5 The Parties shall only provide Personal Data to each other:

- 4.5.1 to the extent necessary to perform their respective obligations under this Contract;

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

- 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
- 4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 4.5.4 where it has recorded it in Annex 1 (Processing Personal Data).
- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):
 - 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:
 - 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

- 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 (Processing Personal Data).
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 (Processing Personal Data).
- 4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
- 1.1 The contact details of the Buyer’s Data Protection Officer are:
DESNZ Data Protection Officer
Department for Energy Security and Net Zero
3-8 Whitehall Place
London
SW1A 2EG
Email: dataprotection@energysecurity.gov.uk
- 1.2 The contact details of the Supplier’s Data Protection Officer are: Data Protection Officer, 1 Embankment Place, London, WC2N 6RH. Email: uk_privacy@pwc.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties agree that: (a) the Buyer and the Supplier are Independent Controllers for the name, business contact details and related personal data processed about each other’s personnel in accordance with Paragraph 4. (b) For all other personal data, the Buyer is the Controller and the Supplier is the Processor The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: • Project proponents and their representatives, including contact details (name, personal email, personal phone), professional information, and project-related information • Local partners and subcontractors and their representatives, including business contact details • Event participants, including business contact details • Including passport, national identity card, and visa details where travel is needed Any other data processed as part of delivering the Contract

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

Description	Details
	• The Buyer confirms that the legal basis for processing this personal data is Article 6(1)(e) of the UK GDPR: processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. • The Buyer should not provide the Supplier with personal data unless the Contract requires the use of it. The Supplier assumes that the Buyer has necessary authority for the Supplier to use and transfer the Personal Data in accordance with the Contract.
Subject matter of the Processing	All processing activities are undertaken to facilitate the effective delivery of the Climate Finance Accelerator (CFA) 2 programme on behalf of the Buyer, in accordance with the Contract. This includes the collection, use, storage, and sharing of Personal Data for project selection, monitoring, stakeholder engagement, reporting, evaluation, compliance, and program management. Maintenance of due diligence records, delivery of knowledge products including the CFA handbook and operation of the CFA Website.
Duration of the Processing	For the duration of the Contract Period, and for a period of 6 months following Contract termination to manage exit, queries and reporting unless otherwise required by law.
Nature and purposes of the Processing	The purposes of the Processing are those specified by the Buyer, and are undertaken to fulfil the Buyer's public duty to deliver climate finance and support developing countries' climate mitigation efforts as set out in relevant legislation, strategies, and policies. Specifically, this includes: • Project application and screening • Programme monitoring and reporting • Stakeholder engagement and communication • Project support, delivery and assessment • Investor Engagement • Collecting and analysing information about support provided by CFA2 and the recipients of that support • Collecting and analysing results data from climate projects supported by CFA2

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

Description	Details
	• Publication of information about climate projects funded through CFA2 (with the required choice for projects) • Supporting stakeholders (such as investors) in sharing information with climate projects supported by CFA2 • Conducting surveys on stakeholder views of CFA2 • Making arrangements with third-party providers for CFA2 • Signposting unsuccessful applicants to similar initiatives • Publication of information about non-CFA-affiliated climate projects • Complying with obligations with respect to subsidy control and safeguarding. All Processing is for the purpose of CFA2 programme management The nature of processing includes collection, storage, reporting, sharing (under controller's instruction), and other processing activities required for effective delivery as a Processor.
Type of Personal Data being Processed	Names, titles, contact details (email, phone, address), professional roles and affiliations, project information, financial information (where relating to an individual), opinions and views (collected via feedback and evaluation), data about racial or ethnic origin, and any other personal data necessarily collected for project application, participation in CFA activities, and engagement with the programme.
Categories of Data Subject	• Project Proponents • Local partner representatives • Supplier/subcontractor staff • Event Attendees (Stakeholders / Investors) • Investors and other stakeholders participating in the programme • Local or National Government officials in the countries of CFA delivery • HMG Officials from DESNZ and other Government Departments • DESNZ Suppliers (if individuals)

Schedule 20 (Processing Data), Crown Copyright 2023, con_8706 CFA2

Description	Details
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Personal data will be retained for the duration of the CFA2, and thereafter for as long as is necessary to manage any queries, claims, evaluations, assessments, statistical analyses, or other matters related to the CFA2. Upon termination of the Contract, the Supplier shall, at the Buyer's discretion, either securely delete or securely transfer and return all personal data in its possession. Any such transfer shall be carried out using appropriate technical and organisational measures to ensure the security of the personal data. The Supplier shall confirm in writing that it has securely deleted all remaining copies, unless retention is required by applicable law.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	This is an international project and delivery partners, as documented in the Award form, are based in: 1. Colombia 2. Egypt 3. India 4. Indonesia 5. Kenya 6. Malaysia 7. Mexico 8. Pakistan 9. Peru 10. South Africa 11. Thailand 12. Türkiye 13. Vietnam The Supplier uses third party processors to provide certain elements of its IT systems and the support for them. The Supplier and its third-party service processors have host servers and data centres throughout the world. The Supplier puts in place contractual arrangements with such processors which comply with data protection law and the Supplier's strict standards of security and confidentiality. The Supplier will only transfer personal data outside the UK or European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so, and shall promptly on the Buyer's request notify the Buyer of the relevant lawful basis for each transfer and provide a copy of the relevant contractual terms.

Description	Details
	Sub-processors approved by the Buyer are set out in the Supplier's privacy statement https://www.pwc.co.uk/who-we-are/privacy-statement.html, as may be amended or replaced from time to time. The Buyer's approval of any sub-processor is conditional on the Supplier's compliance with the requirements set out in this Contract in respect of Sub-contractors, and approval automatically ceases if there is non-compliance with any such requirement.
Data Transfer out of the UK/EEA	The Buyer authorises the Supplier to process personal data outside of the UK/EEA where such transfer is in accordance with data protection law, where it has a lawful basis to do so and where the relationship with any sub-processor is governed by a contractual arrangement that commits the sub-processor to processing personal data on behalf of the Supplier in line with the Supplier's obligations under data protection law and this Contract.
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	PwC has a dedicated Network Information Security ('NIS') team who are responsible for designing, implementing and maintaining information security capabilities and services for the PwC's global network of Member Firms. We apply strict standards in the form of our Network Information Security Policy which is based on many common sector standards ('COBIT', 'ISF', 'NIST', 'ISO') and European privacy legislation. Using up to date technology and encryption methods, client and personal data are secured against leaks, unauthorised access and unlawful processing. PwC UK operates an Information Security Management System ('ISMS') for the protection of client confidential data which has been certified as compliant with the requirements of ISO/IEC 27001:2013. NIS performs monthly vulnerability scans on all externally facing equipment with results reviewed by PwC UK's Data Centre Services Governance team. As part of our ongoing certification to ISO 27001, a formalised programme of security assessments, including annual tests, has been put in place for web facing applications containing client data. These assessments are conducted by an independent web application security assessment ('WASA') team based in our PwC India office. On occasion, external third parties, in conjunction with an in-house team, conduct full independent penetration tests on selected applications, as required. PwC UK has a robust and effective incident response capability that deals promptly with issues arising from a failure to comply with applicable privacy legislation or data handling requirements. Incident management procedures are documented to define roles and responsibilities in the event of a data incident, as well as

Description	Details
	reporting, escalation and notification procedures. PwC UK personnel are aware of how to identify a breach and whom to contact in such an event. Personnel can report incidents to a manned 24/7/365 helpline or self-report on a dedicated portal. PwC UK also conducts Data Loss Prevention (DLP) monitoring across externally transmitted emails. The dedicated data loss team, led by the firm's Chief Information Security Officer, and the Data privacy team (for incidents involving personal data), receive automatic notification of incidents involving personal data. Prior to appointing any external service provider, appropriate third party and risk due diligence is performed. This includes a review of their ability to provide the proposed service, financial stability, privacy and information security arrangements. Risk and information security is included within comprehensive contractual agreements that include explicit content to cover availability, confidentiality and compliance with necessary legal and regulatory requirements. Agreements/contracts with subcontractors have, at a minimum, equivalent obligations as those required in our contracts with our clients. PwC UK puts in place contractual arrangements with our processors which require them to comply with PwC UK's strict standards of security and confidentiality. We only transfer personal data outside the UK to a third party processor who (i) is in a country which provides an adequate level of protection for personal data or (ii) is under an agreement with us which covers both UK and EU requirements for the transfer of personal data to data processors outside the UK and EEA. Where these suppliers are outside of the UK and EEA, transfer impact assessments are completed as necessary. Where personal data is processed on behalf of PwC UK by a data processor, such processing will be carried out in accordance with PwC UK's instructions/contractual terms which provide for the confidentiality and security of the data, purpose limitation and the return, destruction or deletion of personal data in certain circumstances such as termination or expiry of the contract.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

Contract Details	
This variation is between:	[insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("this Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]

1. This Variation must be agreed and signed by both Parties to this Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in this Contract.

Schedule 21 (Variation Form), Crown Copyright 2023

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Effective Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part B which shall be maintained for at least six (6) years after the End Date.
- 1.3 Where specified in the Annex, the Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
- 1.4 The Supplier shall ensure that its Subcontractors shall effect and maintain insurances (where appropriate) in relation to the performance of their obligations under any Sub-Contracts appropriate to Services being provided. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Contract.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance

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

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.
- 7.3 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of **£100,000.00** relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.4 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.5 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3. Limit of indemnity

3.1 Not less than £10,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

4. Territorial limits

United Kingdom and additional territories as defined in Schedule 2 (Specification) and that may be updated from time-to-time where the Buyer amends or expands the scope of the Contract in accordance with Schedule 31 (Buyer-Specific Terms).

5. Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8. Maximum deductible threshold

Not to exceed **£1,000** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. Insured

The Supplier

2. Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services or advice given or omitted to be given by the Supplier.

3. Limit of indemnity

Not less than £5,000,000 in respect of any one occurrence and in the aggregate.

4. Territorial limits

United Kingdom and additional territories as defined in Schedule 2 (Specification) and that may be updated from time-to-time where the Buyer amends or expands

the scope of the Contract in accordance with Schedule 31 (Buyer-Specific Terms).

5. Period of insurance

From the date of this Contract until six (6) years after the End Date and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Not used

7. Principal exclusions

Not used

8. Maximum deductible threshold

The Supplier's professional indemnity insurance arrangements exceed the requirements of the Institute of Chartered Accountants in England and Wales. The excess (deductible) amount is confidential however the Supplier confirms that the excess is lower than the maximum excess allowed under the section 3.7 of the Professional Indemnity Insurance Regulations.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

Schedule 23 (Guarantee) - not used

1. Definitions

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

"Guarantee" a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and

"Guarantor" the person acceptable to a Buyer to give a Guarantee.

2. Guarantee

2.1 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of this Contract, as a condition for the award of this Contract, the Supplier shall deliver to the Buyer:

2.1.1 an executed Guarantee from a Guarantor; and

2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

2.2 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 2.1 above, the Buyer may terminate this Contract for Material Default where:

2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.2.3 an Insolvency Event occurs in respect of the Guarantor;

2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;

2.2.6 and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer,

and the consequences of termination set out in Clause 14.5.1 shall apply.

Schedule 23 (Guarantee), Crown Copyright 2023, con_8706 CFA2

Annex 1 – Form of Guarantee

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

[Guidance Note: Insert and/or settle Definitions, including from the following list]

"Beneficiary(s)"	means all the Buyer(s) under a Contract [Insert name of the Buyer with whom the Supplier enters into this Contract] and "Beneficiaries" shall be construed accordingly;
"Goods"	has the meaning given to it in this Contract;
"Guaranteed Agreement"	means the contract with Contract Reference [Insert contract reference number] for the Goods and/or Services dated on or about the date hereof made between the Beneficiary and the Supplier;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred

	under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in this Contract;
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary

under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial

performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to

liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any Default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in

full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and

effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

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IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print** names]

Director

Director/Secretary

Schedule 24 (Financial Difficulties)

1. Definitions

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

"Applicable Financial Indicators"	means the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part B of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"FDE Group"	means the Supplier and two of the Key Sub-contractors, namely: DAI Global UK Limited and Ricardo-AEA Limited;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in

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	respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;
"Primary Metric"	financial indicators pursuant to Paragraph 5.4
"Monitored Supplier"	those entities specified in Part B of Annex 3; and
"Rating Agencies"	the rating agencies listed in Part A of Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.
- 3.2 The Supplier shall:
- 3.2.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
 - 3.2.2 promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
- 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and

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- 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 5.2 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended, supplemented or replaced from time to time) which as at the Effective Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf
- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
 - 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

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- 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.
- 5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:
 - 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any one of the Financial Indicators set out in Part C of Annex 2 of this Schedule;
 - 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
 - 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.3 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 6.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.
- 6.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 6.4 without first giving the Supplier ten (10) Working Days to:
 - 6.3.1 rectify such late or non-payment; or
 - 6.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 6.4 The Supplier shall (and shall procure that each FDE Group Member shall):
 - 6.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to

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review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Deliverables in accordance this Contract; and

6.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:

- (a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
- (b) use reasonable endeavours to put in place the necessary measures with each FDE Group Member to ensure that it is able to provide financial information relating to that FDE Group Member to the Buyer; and
- (c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.

6.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

6.5.1 Approved;

6.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or

6.5.3 finally rejected by the Buyer.

6.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:

6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Deliverables in accordance with this Contract;

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- 6.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;
 - 6.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 6.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 6.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

- 7.1 The Buyer shall be entitled to terminate this Contract for Material Default if:
- 7.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;
 - 7.1.2 the Supplier fails to comply with any part of Paragraph 6.4;
 - 7.1.3 subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;
 - 7.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;
 - 7.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or
 - 7.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4,
- and the consequences of termination in Clause 14.5.1 shall apply.
- 7.2 A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier

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that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

- 8.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and
- 8.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

ANNEX 1: RATING AGENCIES AND CREDIT REFERENCE AGENCIES

Part A: Rating Agencies

Not used. **Part B: Credit Reference Agencies**

Dun and Bradstreet

Credit rating thresholds:

Failure score ≥ 30

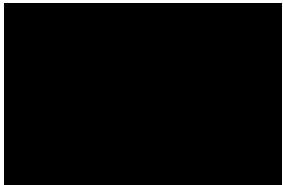
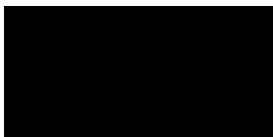
Delinquency score ≥ 33

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ANNEX 2: CREDIT RATINGS, CREDIT SCORES AND FINANCIAL INDICATORS**Part A: Credit Rating****Not used**

Entity	Credit rating (long term)	Credit Rating Threshold

Part B: Credit Score

Entity	Credit score	Credit Score Notification Trigger	Credit Score Threshold
Supplier		Failure score ≥ 30 Delinquency score ≥ 33	Failure score ≥ 30 Delinquency score ≥ 33
DAI Global UK Limited		Failure score ≥ 30 Delinquency score ≥ 33	Failure score ≥ 30 Delinquency score ≥ 33
Ricardo-AEA Limited		Failure score ≥ 30 Delinquency score	Failure score ≥ 30 Delinquency score

Part C: Financial Indicators

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Turnover Ratio	Bidder Annual Revenue / Expected Annual Contract Value	>2	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
2 The higher of (a) the Operating Margin for the most recent 12 month period and (b) the average Operating Margin for the last two 12 month periods	Operating Margin = Operating Profit / Revenue	>10%	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
3 Net Debt to EBITDA Ratio	Net Debt to EBITDA ratio = Net Debt / EBITDA	< 2.5 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date.
4 Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	< 4 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date

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Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency
5 Net Interest Paid Cover	<i>Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid</i>	<i>> 4.5 times</i>	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.</i>
6 Acid Ratio	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	<i>>1.0 times</i>	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.</i>
7 Group Exposure Ratio	<i>Group Exposure / Gross Assets</i>	<i><25%</i>	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

ANNEX 3 – FDE GROUP MEMBERS AND MONITORED SUPPLIERS

Part A: FDE Group Members

1. Key-Subcontractors

- DAI Global UK Limited
- Ricardo-AEA Limited

Part B: Monitored Suppliers

Entity Name	Company Number	Applicable Financial Indicators
		(these are the Financial Indicators from the table in Part C of Annex 2 which are to apply to the Monitored Suppliers)
N/A	N/A	N/A

ANNEX 4: CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. Terminology: The terms referred to in this Annex 4 are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. Groups: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. Foreign currency conversion: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. Treatment of non-underlying items: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 Turnover Ratio	Turnover Ratio = Annual Revenue / Expected Annual Contract Value “Annual Revenue” should be shown on the face of the Income Statement in a standard set of financial statements. “Expected Annual Contract Value” shall be the highest anticipated Annual Contract Value for the relevant Service Period underway at the relevant accounting reference date.
2 The higher of (a) the Operating Margin for the most recent 12 month period and (b) the average Operating Margin for the last two 12 month periods	Operating Margin = Operating Profit / Revenue The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements. Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.
3 Net Debt to EBITDA Ratio	Net Debt to EBITDA Ratio = Net Debt / EBITDA “Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents “EBITDA” = Operating profit + Depreciation charge + Amortisation charge

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Financial Indicator	Specific Methodology
	The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met. EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).
4 Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit/Surplus to EBITDA ratio = (Net Debt + Net Pension Deficit) / EBITDA "Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents "Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets "EBITDA" = Operating profit + Depreciation charge + Amortisation charge The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-

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Financial Indicator	Specific Methodology
	designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Net Pension Deficit: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met. EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).
5 Net Interest Paid Cover	Earnings Before Interest and Tax / Net Interest Paid "Earnings Before Interest and Tax" = Operating profit "Net Interest Paid" = Interest paid – Interest received Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. Interest received and interest paid should be shown on the face of the Cash Flow statement. Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.
6 Acid Ratio	(Current Assets – Inventories) / Current Liabilities All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
7 Group Exposure Ratio	Group Exposure / Gross Assets "Group Exposure" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings "Gross Assets" = Fixed Assets + Current Assets Group Exposure: Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial

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Financial Indicator	Specific Methodology
	statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met. In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. Gross Assets: Both Fixed assets and Current assets are shown on the face of the Balance Sheet

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Notifiable Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	

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	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

“Modern Slavery Assessment Tool”

means the modern slavery risk identification and management tool which can be found online at: <https://supplierregistration.cabinetoffice.gov.uk/msat>]

“Supply Chain Map”

means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- (a) the name, registered office and company registration number of each entity in the supply chain;
- (b) the function of each entity in the supply chain; and
- (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain.

“Waste Hierarchy”

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (a) Prevention;
- (b) Preparing for re-use;
- (c) Recycling;
- (d) Other Recovery; and
- (e) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the

Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

- 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
- 1.1.2 advance:
 - (a) equality of opportunity; and
 - (b) good relations,
 between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;

Schedule 26 (Sustainability), Crown Copyright 2023, con_8706 CFA2

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and
- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 the Buyer may by notice:
 - 3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf
The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to two (2) per requirement per Contract Year].

Part B

1. Equality, Diversity and Inclusion – Further Requirements

- 1.1 The Supplier shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

2. Environmental – Further Requirements

- 2.1 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.
- 2.2 The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 2.3 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
 - 2.3.1 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems];
 - 2.3.2 demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
 - 2.3.3 enhance the natural environment and connecting communities with the environment; and,
 - 2.3.4 achieve continuous improvement in environmental (and social) performance.

3. Further Reporting Requirements

- 3.1 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 and 2 of this Part B above within thirty (30) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

Schedule 27 (Key Subcontractors), Crown Copyright 2023, con_8706 CFA2

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this Contract) and 14.5 (What happens if this Contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

1. Definitions

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

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Services"	the Services to the extent that they or any related Deliverables comprise or relate to information and/or communications technology, including without limitation software, websites, databases, telecommunications, internet-related services, broadcasting, e-commerce, digital content, and support and maintenance services related to the foregoing.
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8 of this Schedule;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or

- (c) where any part of the Supplier System is situated;

"Permitted Maintenance" has the meaning given to it in Paragraph 8.2 of this Schedule;

"Quality Plans" has the meaning given to it in Paragraph 6.1 of this Schedule;

"Sites" has the meaning given to it in Schedule 1 (Definitions), and for the purposes of this Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

2. When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services.

3. Buyer due diligence requirement

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1 The Supplier represents and warrants that:

- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2 all components of the Specially Written Software shall:
 - (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and
 - (c) not infringe any IPR.

5. Provision of ICT Services

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Award Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Award Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Malicious Software

- 9.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted

anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

- 9.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the Parties as follows:
- 9.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
- 9.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1 Software as a Service Terms

10.1.1 Additional terms for provision of a Software as a Service solution are detailed in Annex 1 of this Schedule.

10.2 Software Support & Maintenance Terms

10.2.1 Additional terms for provision of Software Support & Maintenance Services are detailed in Annex 1 of this Schedule.

Hosting Terms

These terms apply to the CRM system and Website outlined in Schedule 2 (Specification) which the Supplier has provided in accordance with Schedule 2 (Specification) and will now host, support and maintain for the Buyer (the “Solutions”).

2.1. Hosting – Supplier may use third parties to host or provide all or parts of the Solutions.

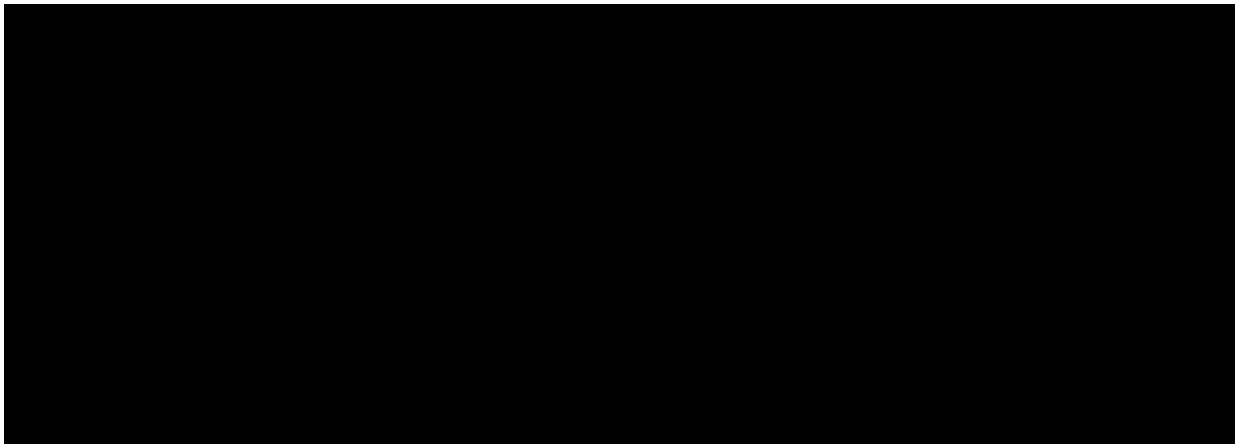
2.2. Suspension – Supplier may suspend the use of or access to the Solutions from time to time: (i) to perform routine or emergency maintenance; (ii) to implement service changes and upgrades to the Solutions; (iii) to mitigate issues caused by any acts or omissions of third parties or issues with any internet infrastructure. Any such downtime will be limited to the minimum extent necessary in the circumstances.

2.3. Availability – The Supplier will use commercially reasonable endeavours to make the Solutions available with a target uptime of 99 % in each calendar month, measured at the network interface of the Supplier's hosting environment and excluding any downtime under clause 2.2 above or any unavailability caused by the Buyer's own connectivity, equipment or other circumstances beyond the Supplier's reasonable control.

The Supplier will implement and monitor key performance indicators on the Solutions and use commercially reasonable endeavours to meet or exceed the Targets for each Metric, including the following in Table 1.

Table 1: Key Performance Indicators relating to the Technology Solutions

[illegible]



2.4. Technical support – Supplier will provide technical support services for the Solutions to the extent described in the Contract (as applicable). The Supplier will provide the Buyer with the following support services in respect of the Solutions:

- a. The Supplier will provide the Buyer with hosting, maintenance (including enhancements, improvements, error corrections and upgrades made to the Solutions from time to time) and support services (including customer support and technical support) in respect of the Solutions, which the Supplier may sub-contract to a third party.
- b. The Supplier will perform necessary “bug” fixes to remedy any faults that cause the Solutions to depart from the agreed specification or expected behaviour. A “Bug Fix” is a change to code, configuration or data that removes such a fault.
- c. The Supplier will accept queries for support in English language on using the Solutions’ features during the hours of 9.00 to 17:30 on UK business days (excluding UK bank holidays).
- d. The Supplier will use commercially reasonable endeavours to give the Buyer a notice of at least 5 calendar days for any planned Solutions downtime. When possible, the Supplier will time these to be outside of normal working hours (09:00 to 17:30 UK hours, Monday - Friday).
- e. The Supplier will use commercially reasonable endeavours to give the Buyer as much notice as possible of any emergency maintenance or other unplanned Solutions downtime. When possible, the Supplier will time these to be outside of normal working hours (09:00 to 17:30 UK hours, Monday - Friday).
- f. Table 2 below outlines the target SLA response and Target resolution times for managing open queries relating to the Solutions, which the Solution Provider will use commercially reasonable endeavours to meet or exceed.

Table 2: Target SLA response and target resolution times for queries relating to the Solutions

Criticality	Availability	Initial response from the Supplier's Support Team	Target resolution time
Priority 1 - High Production system down and inaccessible to all users.	09:00 to 17:30 UK hours, Monday - Friday (excluding UK public holidays).	Within 2 working hours.	Within 7.5 working hours
Priority 2 - Medium Production system critically impaired. Large groups of users affected.	09:00 to 17:30 UK hours, Monday - Friday (excluding UK public holidays)	Within 3 working hours.	Within 15 working hours
Priority 3 - Low Inconvenience, system largely operational. Individual or small number of users affected.	09:00 to 17:30 UK hours, Monday - Friday (excluding UK public holidays)	Within 8 working hours.	Within 37.5 working hours

- g. If the resolution target cannot be achieved, the Supplier will notify the Buyer at the earliest possibility and continue to work beyond the target resolution time frame until a suitable resolution is achieved.
- h. For the purposes of measuring SLA's, the clock starts ticking when the Supplier (a) becomes aware of a Priority 1 or Priority 2 issue; or (b) receives an email from a permitted user to the designated support email address.
- i. The clock stops for hours outside of the Support Desk availability window, taking into consideration agreed recognised holidays (as set out below).

Schedule 28 (ICT Services), Crown Copyright 2023, con_8706 CFA2

- j. Time is measured from the date and time at which the Supplier becomes aware of an issue to “last completed date” i.e. when the issue has been resolved.
- k. When a query reaches the Supplier’s support desk, (or the Supplier otherwise becomes aware of a Priority 1 or Priority 2 issue), it is managed through a procedure with response types as defined below.

1. Acknowledge	Support service representative communicates to the requester that it has received the request, (or that Supplier has become aware of a Priority 1 or Priority 2 issue), a ticket-ID is assigned to the request (or issue) and priority assigned in accordance with the priority definition as specified in the SLA section above.
2. Confirm	The assigned support service representative communicates to the requester that he/she has reviewed the request (or issue) and determined a course of action for resolution. When possible, the service representative will provide an estimate of when the request can be resolved.
3. Resolve	Support service representative delivers to the requester a reasonable workaround concerning the Incident (if applicable), including a release note. Service representative also communicates that the Incident has been resolved and the details of the issue. The issue is only “Resolved” for the purpose of the SLAs when the Buyer has confirmed that (a) the workaround permanently resolves the issue or (b) the Supplier has otherwise permanently resolved the issue to the Buyer’s satisfaction.

- k. The following support contact details will be used as part of this service:

Support email address	
Supplier Escalation Contact details	

- l. If an acknowledgement, follow-up, confirmation or resolution is not provided in accordance with the response times set out above, and only if the requester has made one good-faith effort to re-contact the support desk, support escalation procedure should be activated by contacting the Supplier Escalation Contact provided above.

3. Accessibility

The Supplier shall ensure that any publicly facing website shall comply with Web Content Accessibility Guidelines (known as WCAG) accessibility standard.

4. Maintenance

The Supplier shall ensure that the website and CRM systems are maintained by:

- a. Security patching – applying a maintenance cycle comprising functional releases and improvements for any security patches for vulnerabilities
- b. Performance & reliability – continuous monitoring of server response times (below two hundred milliseconds during normal operating conditions) and average uptime $(\text{Total Period} - \text{Unplanned Downtime}) \div \text{Total Period} \times 100 \%$.
- c. Data-Protection Compliance – completing a full Data-Protection Impact Assessment (DPIA) annually and on any change likely to present a high risk to data subjects
- d. Penetration testing – conducting periodic penetration tests of the Solutions in accordance with recognised security standards, and addressing any high or critical findings

Schedule 29 (Key Supplier Staff)

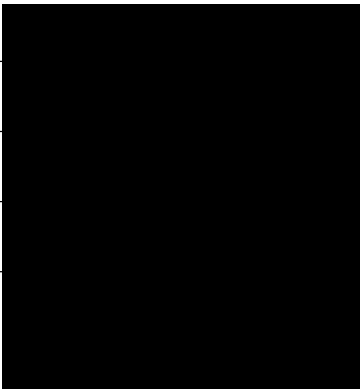
1. Key Supplier Staff

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

Schedule 29 (Key Supplier Staff), Crown Copyright 2023, con_8706 CFA2

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff
Programme Director	
Team Leader	
Deputy Team Leader	
Investment Lead	
Portfolio Leads	

Schedule 30 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within ninety (90) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 36 (Intellectual Property) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables, and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

Schedule 30 (Exit Management), Crown Copyright 2023, con_8706 CFA2

- 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects

contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth

transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

- (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

Schedule 30 (Exit Management), Crown Copyright 2023, con_8706 CFA2

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
- 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 31 (Buyer Specific Terms)

1. Confidentiality, Transparency and Publicity

- 1.1 In addition to the confidentiality requirements set out in Clause 19 of the Core Terms (Confidentiality), the Supplier shall not, and shall take reasonable steps to ensure that Supplier Staff shall not:
- 1.1.1 make any press announcement or publicise this Contract or any part of this Contract in any way; or
 - 1.1.2 use the Buyer's name, brand or logo (including, for the avoidance of doubt the 'Climate Finance Accelerator' logo) in any promotion or marketing, except with the prior written consent of the Buyer and where such branding is permitted, the Supplier shall comply with:
 - 13.1.1.11 the 'CFA Toolkit' (appended in Annex A of this Schedule); and
 - 13.1.1.12 the Government Communication Service branding guidelines (a copy of which can be found at <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>)as may be updated from time to time.
- 1.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.
- 1.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Buyer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other terms of this Contract, the Supplier hereby gives his consent for the Buyer to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to this Contract, to the general public. The Buyer may consult with the Supplier to inform its decision regarding any redactions but the Buyer shall have the final decision at its absolute discretion.
- 1.4 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish this Contract.

2. International Aid Transparency Initiative ("IATI")

- 2.1 The Supplier acknowledges that the Buyer endorses/supports the requirements of the IATI standard and shall assist and cooperate with the Buyer, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.

2.2 The Supplier shall:

- 2.2.1 publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid;
 - 2.2.2 report information direct to IATI in accordance with the FCDO IATI Guidelines (which can be found at <https://www.gov.uk/government/publications/fcdo-iati-guidelines>) as may be updated from time to time, within any timescales stipulated therein; and
 - 2.2.3 provide all necessary assistance as reasonably requested by the Buyer to enable the Buyer to respond to the IATI requirements.
- 2.3 The Supplier shall maintain an up-to-date and accurate record of named downstream delivery partners in receipt of DESNZ funds and/or DESNZ funded inventory or assets. This record should demonstrate how funds flow from initial source to end beneficiaries. This record should be made available to the Buyer upon written request and within the time set out in the request. This record should be updated by the Supplier:
- 2.3.1 as required in the terms of reference;
 - 2.3.2 annually;
 - 2.3.3 when there are material changes in the delivery chain; and
 - 2.3.4 as part of the project completion process.

3. Duty of care

- 3.1 The Supplier owes a duty of care to the Supplier Staff and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier Staff carry out the Services.
- 3.2 The Supplier warrants that it has and will throughout the duration of the Contract:
 - 3.2.1 carry out the appropriate risk assessment with regard to its delivery of the Services;
 - 3.2.2 provide the Supplier Staff with adequate information, instruction, training and supervision;
 - 3.2.3 have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Staff's health, safety, security of life and property and general wellbeing.
- 3.3 The provision of information of any kind whatsoever by the Buyer to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Paragraph 3. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Contract is not an endorsement by the Buyer of any arrangements which the

Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier Staff in relation to the provision of the Services.

- 3.4 The Supplier acknowledges that the Buyer accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Staff with regard to the Supplier Staff carrying out the Services under this Contract.
- 3.5 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier Staff, or any person employed or otherwise engaged by the Supplier, and pursuant to the Supplier's duty of care as referred to in this Paragraph 2, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 3.6 The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to the Supplier's duty of care may be included as part of the Reimbursable Expenses of the project, and must be separately identified in all financial reporting relating to the project.
- 3.7 The Supplier shall provide training on a continuing basis for all Supplier Staff, in compliance with the Security Policy and the security plan.

4. Modification Options

- 4.1 The Buyer and/or the Supplier may propose a modification(s) to this Contract in accordance with the Variation Procedure if such modification(s) would be permissible in compliance with the Public Contracts Regulations 2015 (as amended). At the time of entering into this Contract, the Buyer anticipates that such modifications may encompass the options described in Annex B of this Schedule (the "**Modification Options**").
- 4.2 The Buyer may require the Supplier to participate in discussions and/or submit proposals in respect of any of the Modification Options (or in respect of any other proposed modifications) at any time by giving notice to the Supplier in writing.
- 4.3 The Supplier acknowledges that the Buyer is not obliged to implement any of the Modification Options and that nothing shall prevent the Buyer from receiving services that are the same as or similar to the Modification Options (or any other proposed modifications) from any third party.
- 4.4 If a Variation Form is submitted, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such a request for a Variation, provide details of the impact (if any) that the proposed Variation will have on the Services.
- 4.5 Following receipt of the Buyer's notice pursuant to Paragraph 4.1:
 - 4.5.1 the Parties shall document the inclusion of the relevant modification in accordance with the Variation Procedure, to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Services have already been agreed;
 - 4.5.2 the Supplier shall implement and test any relevant Services relating to such modification in accordance with any plan agreed between the Parties;

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- 4.5.3 any additional charges for such additional/modified Services shall be incorporated in the Charges; and
- 4.5.4 the Supplier shall, from the date agreed in the Variation Form, provide the relevant additional/modified Services to meet or exceed any associated Service Level Performance Measure in accordance with Schedule 10 (Service Levels).

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Annex A: CFA Toolkit



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Annex B: Modification Options – Description

1. Extension to the Initial Period/Contract value

- 1.1 If agreed by both Parties, the Contract may be extended for a further period up to 36 months from the Expiry Date or any portion thereof. The Buyer anticipates that the value of such extension (depending on the period of such extension) could increase the Overall Contract Value (as set out in Schedule 3 (Charges)) up to a figure of approximately £161,750,000.00 (one hundred and sixty one million, seven hundred and fifty thousand pounds sterling) inclusive of VAT and taxes. This amount is based on the estimated total cost of all potential modification options detailed below and inflation.
- 1.2 An extension may increase the Overall Contract Value (as set out in Schedule 3 (Charges)), as described in Paragraph 1.1 above, however any such increase is not guaranteed and will be subject to the continuing needs of the Contract and Supplier performance, including delivery against Social Value Service Levels and commitments. In the event of any extension, additional stretching Service Levels, including for Social Value will be agreed with the Supplier.
- 1.3 Supplier capability and financial viability will be reassessed at the point of any possible extension/modification of the Contract and where this would move a Supplier into a higher financial risk category as determined in the selection criteria at the time of tender, if a Guarantee has not already been executed, the Buyer may request that the Supplier provides a Guarantee at the relevant time.
- 1.4 For the avoidance of doubt, unless agreed in writing in exceptional circumstances, the Buyer will not allow for rate increases as a result of internal Supplier changes such as internal promotions or changes in job description where that individual is continuing in the same role on this contract.
- 1.5 Modification options may be taken up within the Initial Period or during any extended period of the Contract. Modification Option 1 is likely to be taken up within the first 12-18 months of the Contract, noting existing demand from the Foreign, Commonwealth & Development Office (“**FCDO**”). Options 3-7 are subject to further internal discussion but it is likely that at least one will be formally scoped by the Buyer within the 24/25 financial year and approved in line with departmental governance.
- 1.6 The Buyer may proceed with a modification option in full or part, for example on a country-by-country basis, depending on demand and budget availability.

2. Scope of Optional Service

2.1 Modification Option 1: 'Platform' delivery

- 2.1.1 Modification Option 1 allows for the extension of the Contract to enable the Climate Finance Accelerator ("**CFA**") to act as a 'platform' for other budget holders (e.g., FCDO) to secure CFA outputs where these are additional to the scope of the Buyer's business case.
- 2.1.2 Extension of the Contract for CFA launch and delivery in additional countries funded by FCDO, another UK Government Department or international donor where that delivery retains the same markers of the CFA as described in the Specification.
- 2.1.3 The additional country may be drawn from the existing tier 4 country list in the Specification or an additional overseas development assistance ("**ODA**") eligible country not currently listed.
- 2.1.4 This option also covers the extension of CFA in an existing DESNZ-funded country into a new sector or into climate adaptation or resilience when funded by an additional donor or UK Government Department.
- 2.1.5 This may require the Supplier to bring in additional Subcontractors and increase their global management fees.
- 2.1.6 The Buyer may proceed with Modification Option 1 if, the following conditions exist:
 - (a) demand for delivery of CFA from the budget holder e.g. FCDO team at Post;
 - (b) funding available to pay for delivery approved in line with FCDO or other government departmental procedures; availability of necessary HMG and Supplier resourcing; and ability of Supplier to deliver in selected country.

2.2 Modification Option 2: Change in country prioritisation

- 2.2.1 CFA country selection anticipates geopolitical and delivery challenges and opportunities that may require a change in prioritisation over the Contract Period. The intention is to ensure that the Buyer will have flexibility to change countries in response to emergent threats and opportunities. This may require the Supplier to bring in additional Subcontractors.
- 2.2.2 The Buyer may proceed with Modification Option 2 if one or more of the following conditions exist:

- (a) evidence of a withdrawal of partner government support for the CFA to deliver in country;
- (b) macroeconomic changes in country (e.g., deep recession, very high inflation, etc.); or
- (c) civil unrest and/or war that makes delivering the CFA objectives while achieving value for money, unrealistic.

2.2.3 The above list is indicative, the nature of geopolitical and macroeconomic challenges are often hard to predict.

2.3 **Modification Option 3: Contract extension to enable sustainable exit from, or embedding in, focus countries**

2.3.1 The programme anticipates its methodology being adopted by one or more actors in the countries it operates in, enabling CFA activities to be continued without the need for ongoing UK funding. While this is anticipated to occur in at least eight countries by the end of the Initial Period, it is desirable to allow for an extension of the Contract for delivery to be continued with the same Supplier in countries that are close to realising the sustainable embedding of the CFA process, and where the introduction of a new Supplier would be disruptive to the long-term objective of the programme.

2.3.2 This option sits alongside the option to also concurrently run a competitive process for a CFA 3.

2.3.3 The Buyer may proceed with Modification Option 3 if, the following conditions exist:

- (a) clear evidence of delivery to date, including relevant in-country Service Levels being met;
- (b) evidenced expression of interest from one or more entities interested in the continued delivery of the CFA markers once UK funding has ceased; and
- (c) a delivery plan that provides an appropriate degree of certainty that the CFA markers will be sustainably continued once UK support during the extension period has concluded.

2.4 **Modification Option 4: Extension of CFA in existing countries**

2.4.1 Where the CFA is successful in its target countries and there remains a significant opportunity for CFA, the Buyer may look to increase support available to that country and increase the contract value accordingly. This could either take the form of supporting a higher number of projects or providing a deeper capacity building offer per projects.

2.4.2 The Buyer may proceed with Modification option 4 if the following conditions exist:

- (a) clear evidence of projects that meet the threshold for CFA support being rejected because of a lack of CFA capacity in country;
- (b) evidence of CFA supported projects from prior in-country events having closed deals, or be in negotiations with potential investors; and
- (c) evidence of demand for additional CFA delivery from relevant investors.

2.5 Modification Option 5: Expansion of technical assistance to financial institutions and other in-country investment vehicles

- 2.5.1 The targeted and tailored support provided by the CFA is directed at individual low-carbon climate resilient projects (typically start-up businesses at the venture capital stage of the investment lifecycle). However, there is some emerging evidence that the CFA's impact could be further improved by the provision of complementary support to financial institutions to build their capability and capacity to make investments in CFA style projects. Delivery evidence over the Contract Period may show that technical assistance activities could enable fund managers to better engage with CFA's approach. This is desirable as targeted impact or emerging market-focused funds can pool international investment flows within their fund and then invest directly into CFA projects. This tackles a key investment barrier, namely the lack of aggregation vehicles to enable international investment.
- 2.5.2 This modification option would be a logical extension of CFA technical assistance to stakeholders who are already part of the programme. It would likely utilise the financial experts contracted to deliver the core CFA 2 outputs, but as an additional output would require a modification and change request.
- 2.5.3 The Buyer may proceed with Modification Option 5 if the following conditions exist:
- (a) clear evidence that there is a pipeline of bankable CFA projects;
 - (b) a landscape review indicating there are sufficient capital markets; and
 - (c) evidence from relevant investors that a barrier to their investing in CFA projects is a lack of capability and/or capacity to assess bankable CFA projects.

2.6 Modification Option 6: Technical support provided for additional sectors

- 2.6.1 The CFA is anticipated to provide technical support for project proponents in the following sectors: agriculture and land use; energy (generation and use); industry and manufacturing; sustainable

transport; waste management; and water management. Additionally, provision has been made for climate adaptation support to be provided, where paid for via the platform approach (see above).

- 2.6.2 As a programme that is primarily demand driven, and explicitly seeks to link with upstream activities in the wider climate finance ecosystem, it is important for CFA 2 to retain the ability to act entrepreneurially and provide technical support where new opportunities are identified. This could, for example, include support for nature projects, green construction, hydrogen or other sectors that may be identified.
- 2.6.3 The Buyer may proceed with Modification Option 6 if the following conditions must exist:
- (a) upstream regulatory reform enacted, or other enabling action undertaken, that removes or lowers the barrier to low-carbon investment in a non-CFA sector;
 - (b) evidence of investor interest in that sector; and
 - (c) confirmation from FCDO team at Post that the sector is relevant to the wider UK ICF offer.

2.7 Modification Option 7: Enhanced direct offer to alumni projects to unlock investment opportunities

- 2.7.1 Where there is evidence from delivery that additional support to projects could have benefit, the scope of CFA support to projects after they have 'graduated' from initial support could be enhanced by:
- (a) awarding grant funding to selected projects;
 - (b) providing intermediation support to act as 'honest brokers' within transaction negotiations; and/or
 - (c) by establishing, or co-establishing, a deeper online presence for investors to engage with deal opportunities.
- 2.7.2 Intermediation support is an FCA regulated activity and this would need to be considered in the commissioning of any such support to projects. Intermediation would need to be carried out by an authorised firm or individual. Given that regulated activities are a modification option, it is not the intention to limit the CFA2 procurement to FCA registered organisations in the initial competition. The Supplier, if not FCA registered would need to bring in an FCA registered Subcontractor if this option were to proceed and the activities proposed are regulated.
- 2.7.3 The Buyer may proceed with Modification option 7 if, the following conditions exist:
- (a) clear evidence that the CFA is identifying projects that are of relevance to investors, but following CFA support are not yet

bankable, as judged by the country not meeting its deals closed KPI target.

3. Process for agreeing modifications with the Supplier

- 3.1 The Parties shall follow the Variation Procedure to document any Variation to this Contract.
- 3.2 As part of the Buyer's approval process, delivery routes for the services associated with a modification will be appraised including modifying this Contract. Evidence for this appraisal will be drawn from the Annual Review, Annual Contract Reviews, regular Supplier reporting and may include discussions with the Supplier.
- 3.3 Where one or more of the modification options above is approved through the Buyer's governance processes and the conditions for it are met, the Buyer will proceed to discuss the modification with the Supplier. It may be the case that the Supplier is asked to contribute information such as approach and costs earlier in the process to inform and support the Buyer's decision making around modification options. The Supplier will not have a role in final approvals or decision making about departmental budgets.
- 3.4 Once approved, the Parties will document any changes to the Specification applying the Variation Procedure. The Supplier will be requested to prepare a proposal for delivering that modification option which will include:
 - 3.4.1 Approach;
 - 3.4.2 Budget;
 - 3.4.3 Timeline;
 - 3.4.4 Risks and mitigations;
 - 3.4.5 Impact on the current Contract including proposed process efficiencies;
 - 3.4.6 How lessons from existing delivery have influenced the approach;
 - 3.4.7 Team / proposed delivery modality; and
 - 3.4.8 Proposed updates to the Service Levels
- 3.5 This proposal will be reviewed by the Buyer against the following criteria:
 - 3.5.1 Does the Supplier demonstrate the skills and capability to deliver the requirement?
 - 3.5.2 Is the proposed approach sound and does it offer value for money?
 - 3.5.3 Is the budget and timeline acceptable? Is it in line with the commercial conditions of the contract?
 - 3.5.4 Is the impact on the current contract delivery acceptable?
- 3.6 Following this assessment, the Buyer may provide feedback to the Supplier and ask for changes to the proposal. There may be multiple rounds of feedback and negotiation with the Supplier. Once there is a proposal for delivery that is to the satisfaction of both Parties, this will be documented by following the Variation Procedure.

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- 3.7 At any stage of the process, the assessment of a modification option and the extent to which delivery through the Supplier offers value for money to the Buyer may be subject to Benchmarking as per Schedule 12 of the Contract.
- 3.8 The Variation may encompass agreed changes to the Service Levels to reflect the modifications. This may include but not be limited to:
 - 3.8.1 the addition of new Service Levels;
 - 3.8.2 changes to the description(s) of the Service Levels;
 - 3.8.3 changes to the Service Level weightings;
 - 3.8.4 changes to the Service Level Thresholds;
 - 3.8.5 changes to the Service Credits.
- 3.9 Any such changes will be discussed and agreed with the Supplier.
- 3.10 The timeline for a modification option to be formally contracted may vary considerably. This will be discussed with the Supplier on a case-by-case basis.

Schedule 36 (Intellectual Property Rights)

Part B: Intellectual Property Rights (ICT Services)

Option 1

1. Intellectual Property Rights – General Provisions

- 1.1. Each Party keeps ownership of its own Existing IPR.
- 1.2. Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 36 (Intellectual Property Rights), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.3. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.4. Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.5. If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 3 and 4, the Supplier must, within 10 Working Days notify the Buyer:
 - 1.5.1. the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 1.5.2. the Deliverables affected.
- 1.6. For the avoidance of doubt:
 - 1.6.1. except as provided for in Paragraphs 4.3.4.2(a) or 3.1.6.2 and 3.1.5, the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 3 and 4;
 - 1.6.2. the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
 - 1.6.2.1. Sections 55 and 56 of the Patents Act 1977;
 - 1.6.2.2. section 12 of the Registered Designs Act 1949; or

1.6.2.3. sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Ownership and delivery of IPR created under this Contract

2.1. Any New IPR and Specially Written Software is owned by the Buyer, including:

2.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software and any software elements of the New IPR; and

2.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR,

(together, the **Software Supporting Materials**).

2.2. The Supplier must deliver to the Buyer:

2.2.1. the Specially Written Software;

2.2.2. any software elements of the New IPR;

2.2.3. relevant Documentation; and

2.2.4. all related Software Supporting Materials,

within seven (7) days of:

2.2.5. either:

2.2.5.1. initial release or deployment; or

2.2.5.2. if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone; and

2.2.6. each subsequent release or deployment of the Specially Written Software and any software elements of the New IPR.

2.3. Where the Supplier delivers materials to the Buyer under Paragraph 2.2, it must do so in a format specified by the Buyer. Where the Buyer specifies the material is to be delivered on media, the Buyer becomes the owner of the media containing the material on delivery.

2.4. Unless otherwise agreed in writing, the Supplier and the Buyer will record any Specially Written Software and New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Contract Period.

3. Use of Supplier Existing IPRs and Third Party IPRs

3.1. The Supplier must not:

- 3.1.1. embed Supplier Existing IPRs or Third Party IPRs in a Deliverable;
- 3.1.2. provide any Deliverable that requires Supplier Existing IPRs or Third Party IPRs to use that Deliverable for any of the purposes set out in Paragraph 4.4; or
- 3.1.3. provide any Deliverable that is a customisation or adaptation of those Supplier Existing IPRs or Third Party IPRs,

unless one or more of the following conditions apply:

- 3.1.4. in the case of Supplier Existing IPRs or Third Party IPRs that are, in each case, Commercial off-the-shelf (COTS) Software all the following conditions are met:
 - 3.1.4.1. the Supplier has provided the Buyer with the applicable terms for the Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and
 - 3.1.4.2. the Buyer has (in its absolute discretion) Approved those licence terms;
- 3.1.5. in the case of Supplier Existing IPRs that are not COTS Software, the Buyer provides Approval (in its absolute discretion) after receiving full details of the Supplier Existing IPRs and their relationship to the Deliverables;
- 3.1.6. in the case of Third Party IPRs that are not COTS Software, the Buyer provides Approval (in its absolute discretion) after receiving full details of the Third Party IPRs and their relationship to the Deliverables and one of the following conditions is met:
 - 3.1.6.1. the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 4.3, as if:
 - (a) the term Third Party IPRs were substituted for the term Supplier Existing IPR; and
 - (b) the term “third party” were substituted for the term Supplier,

in each place they occur; or

3.1.6.2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph 3.1.6.1, all the following conditions are met:

(a) the Supplier has notified the Buyer in writing giving details of:

(1) what licence terms can be obtained from the relevant third party; and

(2) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;

(b) the Buyer Approves the licence terms of one of those third parties; and

(c) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms.

3.2. Where the Buyer has Approved (in its absolute discretion) Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software, the Supplier must notify the Buyer within five (5) Working Days of becoming aware that any of that COTS Software will in the next thirty-six (36) months no longer be:

3.2.1. maintained or supported by the developer; or

3.2.2. made commercially available.

4. Licences in respect of Supplier Existing IPR that is not COTS Software

4.1. Subject to the Buyer approving the use of Supplier Existing IPR under Paragraph 3, the Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 4.3 in respect of each Deliverable where:

4.1.1. the Supplier Existing IPR that is not COTS Software is embedded in the Deliverable;

4.1.2. the Supplier Existing IPR that is not COTS Software is necessary for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 4.4; or

4.1.3. the Deliverable is a customisation or adaptation of Supplier Existing IPR that is not COTS Software.

4.2. The categories of Supplier Existing IPR that is not COTS Software set out in Paragraph 4.1 are mutually exclusive.

4.3. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

4.3.1. in the case of Supplier Existing IPR that is not COTS Software embedded in a Deliverable:

4.3.1.1. has no restriction on the identity of any transferee or sub-licensee;

4.3.1.2. is sub-licensable for any of the purposes set out in Paragraph 4.4;

4.3.1.3. allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR that is not COTS Software for any of the purposes set out in Paragraph 4.4; and

4.3.2. in the case of Supplier Existing IPR that is not COTS Software that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

4.3.2.1. allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs that is not COTS Software for any of the purposes set out in Paragraph 4.4;

4.3.2.2. is transferrable to only:

(a) a Crown Body;

(b) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or

(c) a person or organisation that is not a direct competitor of the Supplier and that transferee either:

(1) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

(2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential); and

4.3.2.3. is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:

- (a) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
- 4.3.3. includes a perpetual, royalty-free, non-exclusive licence to use, copy and adapt any Know-How, trade secrets or Confidential Information of the Supplier contained within any Deliverables; and
- 4.3.4. is subject to the restrictions that:
 - 4.3.4.1. no sub-licence granted to the Supplier Existing IPR that is not COTS Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;
 - 4.3.4.2. any transferee or sublicensee of the Supplier Existing IPR Licence must either:
 - (a) enter into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enter into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential).
- 4.4. For the purposes of Paragraphs 4.1 and 4.3, the relevant purposes are:
 - 4.4.1. to allow the Buyer or any End User to receive and use the Deliverables;
 - 4.4.2. to commercially exploit (including by publication under Open Licence) the New IPR, Specially Written Software and New IPR Items; and
 - 4.4.3. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

5. Licences granted by the Buyer

- 5.1. The Buyer grants the Supplier a licence to the New IPR, Specially Written Software and Buyer Existing IPR that:
 - 5.1.1. is non-exclusive, royalty-free and non-transferable;
 - 5.1.2. is sub-licensable to any Sub-contractor where

- 5.1.2.1. the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential); and
 - 5.1.2.2. the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;
- 5.1.3. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR, New IPR and Specially Written Software for the purpose of fulfilling its obligations under this Contract; and
- 5.1.4. terminates at the end of the Contract Period or the end of any Termination Assistance Period, whichever is the later.
- 5.2. When the licence granted under Paragraph 5.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 5.1.2:
 - 5.2.1. immediately cease all use of the Buyer Existing IPR, New IPR and Specially Written Software (including the Government Data within which the Buyer Existing IPR or New IPR may subsist);
 - 5.2.2. either:
 - 5.2.2.1. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR, New IPR, Specially Written Software and the Government Data; or
 - 5.2.2.2. if the Buyer has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the Buyer Existing IPR, the New IPR, Specially Written Software and the Government Data (as the case may be); and
 - 5.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR, New IPR, Specially Written Software and Government Data held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

6. Open Licence Publication

- 6.1. Subject to Paragraph 6.6, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items, including the:
 - 6.1.1. Specially Written Software;

- 6.1.2. the software parts of the New IPR Items; and
- 6.1.3. the Software Supporting Materials.
- 6.2. The Supplier must create all Specially Written Software, software elements of New IPR and Software Supporting Materials in a format (whether it is provided in any other format or not):
 - 6.2.1. suitable for publication by the Buyer as Open Licence; and
 - 6.2.2. based on open standards (where applicable).
- 6.3. The Supplier warrants that in developing the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials it has used reasonable endeavours to ensure that:
 - 6.3.1. publication by the Buyer will not:
 - 6.3.1.1. allow a third party to use them in any way that could reasonably be foreseen to compromise the operation or security of the Specially Written Software, New IPRs, the Buyer System or the Supplier System;
 - 6.3.1.2. cause any harm or damage to any party using them; or
 - 6.3.1.3. breach the rights of any third party; and
 - 6.3.2. they do not contain:
 - 6.3.2.1. any Malicious Software; or
 - 6.3.2.2. any material which would bring the Buyer into disrepute if published.
- 6.4. The Supplier must not include in the Specially Written Software, the software parts of the New IPR Items and the Software Supporting Materials provided for publication by Open Licence any Supplier Existing IPRs unless the Supplier consents to:
 - 6.4.1. their publication by the Buyer under Open Licence; and
 - 6.4.2. their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Buyer.
- 6.5. The Supplier must supply any or all the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials in a format suitable for publication under an Open Licence (the **Open Licence Publication Material**) within 30 Working Days of written request from the Buyer (**Buyer Open Licence Request**).

- 6.6. The Supplier may within ten (10) Working Days of a Buyer Open Licence Request under Paragraph 6.5 request in writing that the Buyer excludes all or part of:
- 6.6.1. the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials; or
 - 6.6.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 6.4,
- from Open Licence publication.
- 6.7. The Supplier's request under Paragraph 6.6 must include the Supplier's assessment of the impact the Buyer's agreeing to the request would have on its ability to publish other the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials Items under an Open Licence.
- 6.8. Any decision to Approve any such request from the Supplier under Paragraph 6.6 shall be at the Buyer's sole discretion, not to be unreasonably withheld or delayed, or made subject to unreasonable conditions.

7. Patents

- 7.1. Where a patent owned by the Supplier is infringed by the use of the Specially Written Software or New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

ANNEX 1: NEW IPR AND SPECIALLY WRITTEN SOFTWARE

Name of New IPR	Details

Name of Specially Written Software	Details

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING
CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “**Sub-licensee**”); and
- (2) [insert name] of [insert address] (the “**Supplier**” and together with the Supplier, the “**Parties**”).

WHEREAS:

- (A) [insert name of Buyer] (the “**Buyer**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of [insert brief description of services] to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to this Contract (the “**Sub-licence**”).
- (C) It is a requirement of this Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Buyer.

IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

- | | |
|-----------------------------------|--|
| “Confidential Information” | means: |
| | <ul style="list-style-type: none">(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:<ul style="list-style-type: none">(i) the Supplier; or(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence |

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together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;

- (c) other Information provided by the Buyer pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above,

but not including any Information that:

- (a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Buyer;
- (b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (c) was independently developed without access to the Information;

“Information”

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence”

has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-

readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(c) make no further use of any Confidential Information.

3 Permitted Disclosures

3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and

3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and

3.1.3 have agreed to terms similar to those in this Agreement.

3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.

3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:

3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4 General

4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;

4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.
- 5.2 Any Notice:
 - 5.2.1 if to be given to the Supplier shall be sent to:
[Address]
Attention: [Contact name and/or position, e.g. “The Finance Director”]
 - 5.2.2 if to be given to the Sub-licensee shall be sent to:
[Name of Organisation]
[Address]
Attention: []

6 Governing law

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

Signature:

Date:

Name:

Position:

Schedule 37 (Corporate Resolution Planning)

1. Definitions

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

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Annual Revenue"	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: (a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and (b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
"Assurance"	means written confirmation from a Relevant Buyer to the Supplier that the CRP Information is approved by the Relevant Buyer;
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Corporate Change Event"	means: (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which,

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- in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
- (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
 - (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
 - (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
 - (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding twenty five percent (25%) of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period;
 - (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
 - (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;

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- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- (j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

"Corporate Change Event Grace Period"

means a grace period agreed to by the Relevant Buyer for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event

"Corporate Resolvability Assessment (Structural Review)"

means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule 37;

"Critical National Infrastructure"

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

- (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or
- (b) significant impact on the national security, national defence, or the functioning of the UK;

"Critical Service Contract"

means the overall status of the Services provided under this Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;

"CRP Information"

means the corporate resolution planning information, together, the:

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	(a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and (c) Financial Information and Commentary
"Exposure Information (Contracts List)"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 1 of this Schedule;
"Financial Information and Commentary"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 3 of this Schedule;
"Public Sector Dependant Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over fifty percent (50%) is generated from UK Public Sector Business;
"Relevant Buyer" or "Relevant Buyers"	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Strategic Suppliers"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
"Valid"	in respect of an Assurance, has the meaning given to it in Paragraph 3.7 of this Schedule;

CORPORATE RESOLUTION PLANNING

2. Service Status and Supplier Status

- 2.1 This Contract is not a Critical Service Contract.
- 2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team, in writing within five (5) Working Days of the Effective Date and throughout the Term within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

3. Provision of Corporate Resolution Planning (CRP) Information

- 3.1 Paragraphs 3 to 5 shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Schedule or the Supplier is or becomes a Public Sector Dependent Supplier.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Schedule:
 - (a) where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the Effective Date; and
 - (b) except where it has already been provided in accordance with Paragraph 3.2(a) where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the date of the Relevant Buyer's or Relevant Buyers' request.
- 3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule:
 - (a) is full, comprehensive, accurate and up to date;
 - (b) is split into three parts:
 - (i) Exposure Information (Contracts List)
 - (ii) Corporate Resolvability Assessment (Structural Review);
 - (iii) Financial Information and Commentary
 and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - (c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Buyer or Relevant Buyers to understand and consider the information for approval;

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- (d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - (e) complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.
- 3.4 Following receipt by the Relevant Buyer or Relevant Buyers of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule, the Buyer shall procure that the Relevant Buyer or Relevant Buyers discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier and either provide an Assurance to the Supplier that Relevant Buyer or Relevant Buyers approve the CRP Information or that Relevant Buyer or Relevant Buyers reject the CRP Information.
- 3.5 If the Relevant Buyer or Relevant Buyers reject the CRP Information:
- (a) the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Buyer's or Relevant Buyers' comments, and shall re-submit the CRP Information to the Relevant Buyer or Relevant Buyers for approval within thirty (30) days of the date of the Relevant Buyer's or Relevant Buyers' rejection. The provisions of Paragraphs 3.3 to 3.5 of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Crown Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Crown Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Relevant Buyer or Relevant Buyers on or before the date on which the CRP Information would otherwise have been required.
- 3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Schedule if:
- (a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18)

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months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

- (b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.

3.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Schedule its initial CRP Information) to the Relevant Buyer or Relevant Buyers:

- (a) Within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Schedule) unless the Supplier is relieved of the consequences of the Financial Distress Event (Schedule 24 Financial Difficulties)
- (b) Within thirty (30) days of a Corporate Change Event unless:
 - (i) the Supplier requests and the Relevant Buyer (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Buyer (acting reasonably) but shall in any case be no longer than six (6) months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Buyer to enable it to understand the nature of the Corporate Change Event and the Relevant Buyer shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or
 - (ii) not required pursuant to Paragraph 3.10;
- (c) within thirty (30) days of the date that:
 - (i) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
 - (ii) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- (d) in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Relevant Buyer (whichever is the earlier), unless:
 - (i) updated CRP Information has been provided under any of Paragraphs 3.8(a), 3.8(b) or 3.8(c) since the most recent

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Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or

(ii) not required pursuant to Paragraph 3.10.

3.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8(a) to 3.8(d) of this Schedule, the Supplier shall provide at the request of the Relevant Buyer or Relevant Buyers and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Relevant Buyer or Relevant Buyers.

3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

- (a) Aa3 or better from Moody's;
- (b) AA- or better from Standard and Poor's;
- (c) AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 6 of Schedule 24 (*Financial Difficulties*)) (as defined in Schedule 24 (*Financial Difficulties*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 3.8.

3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Buyer or Relevant Buyers that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Buyer or Relevant Buyers, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Buyer or Relevant Buyers to the extent required under Paragraph 3.8.

4. Termination Rights

4.1 The Buyer shall be entitled to terminate this Contract under Clause 14.4 (*Ending this Contract*) if the Supplier is required to provide CRP Information under Paragraph 3 of this Schedule and either:

- (a) the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within four (4) months of the Relevant Buyer's or Relevant Buyers' request; or

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- (b) the Supplier fails to obtain an Assurance from the Relevant Buyer or Relevant Buyers within four (4) months of the date that it was first required to provide the CRP Information under this Contract.

5. Confidentiality and usage of CRP Information

- 5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of Critical National Infrastructure and to enable contingency planning to maintain service continuity for end users and protect Critical National Infrastructure in such eventuality.
- 5.2 Where the Relevant Buyer is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage Contract with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 5.1 of this Schedule and Clause 19 (*What you must keep Confidential*).
- 5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Buyer or Relevant Buyers pursuant to Paragraph 3 of this Schedule subject, where necessary, to the Relevant Buyer or Relevant Buyers entering into an appropriate confidentiality Contract in the form required by the third party.
- 5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
 - (a) redacting only those parts of the information which are subject to such obligations of confidentiality;
 - (b) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (i) summarising the information;
 - (ii) grouping the information;
 - (iii) anonymising the information; and
 - (iv) presenting the information in general terms.
- 5.5 The Supplier shall provide the Relevant Buyer or Relevant Buyers with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST

- 1 The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - (a) are with any UK public sector bodies including: Crown Bodies and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local Buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - (b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under this Contract with the end recipient; or
 - (c) involve or could reasonably be considered to involve Critical National Infrastructure;
 - 1.2 provide the Relevant Buyer with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link

ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)

- 1 The Supplier shall:
 - 1.1 provide sufficient information to allow the Relevant Buyer to understand the implications on the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 and the dependencies between each.

ANNEX 3: FINANCIAL INFORMATION AND COMMENTARY

- 1 The Supplier shall:
 - 1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Buyer to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
 - 1.2 ensure that the information is presented in a simple, effective and easily understood manner.
 - 1.3 For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Relevant Buyer remains protected by confidentiality).



Department for
Energy Security
& Net Zero



Department for
Science, Innovation
& Technology

DESNZ & DSIT: Environmental Policy

DESNZ and DSIT are UK government departments respectively leading on energy security & net zero and science, innovation & technology. We are committed to protecting the environment and preventing pollution. We undertake all our activities in a responsible manner, using best practice, to reduce the environmental impacts of our operations and to enhance and improve environmental performance and the Environmental Management System. DESNZ and DSIT are committed to fulfilling all environmental compliance obligations as a minimum and will strive to continually improve the environmental performance of our buildings, operations and supply chains.

DESNZ & DSIT will:

- Proactively reduce our carbon footprint by implementing energy saving practices and technologies, to be more energy efficient;
- Mitigate the impacts of business travel through relevant policies and procedures;
- Preserve and enhance biodiversity on our sites where we have opportunities and scope to do so;
- Proactively use innovation and technology to ensure efficient use of water;
- Embed the Waste Hierarchy into all waste procedures while also managing waste according to our duty of care;
- Understand and assess climate change adaptation risks for our key sites, to ensure business continuity and resilience;
- Consider sustainability in all procurement decisions, focusing on decarbonisation, sustainable resource use and climate change adaptation;
- Minimise the consumption of natural resources and reducing environmental impacts through our supply chains;
- Manage fuels and hazardous substances appropriately to minimise environmental risks;
- Regularly review performance of environmental objectives and targets;
- Regularly report on progress to the senior responsible officer;
- Communicate this policy to our staff, to everyone working for or on behalf of DESNZ and DSIT and interested parties to ensure they understand the environmental impacts of their job and how to minimise these.

DESNZ and DSIT shall monitor and review effectiveness of this policy through ISO 14001:2015 Environmental Management System and in conjunction with the ISO 50001:2018 Energy Management System.

Endorsed and signed by:



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