Schedule 4

Standards

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

"BS" means British standards;

"ITIL Software Scheme"

means the information technology infrastructure

library;

"Standards Hub" the Government's open and transparent standards

adoption process as documented at http://standards.data.gov.uk/; and

"Suggested Challenge"

a submission to suggest the adoption of new or emergent standards in the format specified on

Standards Hub.

2 General

- 2.1 Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 Technology and Digital Services Practice

3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology

Model Services Contract Version 2.1

Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html.

4 Open Data Standards & Standards Hub

- 4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment, in addition to the standards set out in Schedule 2 (Services Description), and Schedule 5 (Security Management).
- 4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at http://standards.data.gov.uk/). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

5 Technology Architecture Standards

5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. The documentation should be kept current throughout the Term of the contract. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable.

6 Accessible Digital Standards

- 6.1 The Supplier shall comply with (or with equivalents to):
 - 6.1.2 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
 - 6.1.2 ISO/IEC 13066-1: 2011 Information Technology Interoperability with assistive technology (AT) Part 1: Requirements and recommendations for interoperability.

7 Service Management Software & Standards

- 7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
 - 7.1.1 ITIL v4;
 - 7.1.2 ISO/IEC 20000-1 2018 "Information technology Service management Part 1";
 - 7.1.3 ISO/IEC 20000-2 2019 "Information technology Service management Part 2";
 - 7.1.4 ISO 10007: 2017 "Quality management systems Guidelines for configuration management"; and
 - 7.1.5 ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.
- 7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management.

8 Environment and Sustainability

8.1 The Supplier shall comply with the environmental and sustainability requirements set out in the Annex to this Schedule.

9 Hardware Safety Standards

- 9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
 - 9.1.1 any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 - 9.1.2 any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
 - 9.1.3 any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and

- 9.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.
- 9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.
- 9.3 The Supplier shall ensure all electrical equipment it uses to provide the Services (whether owned by the Supplier or a third party), is safe and properly maintained as detailed in the Provision and Use of Work Equipment Regulations 1998 http://www.hse.gov.uk/work-equipment-machinery/puwer.htm
- 9.4 If at any time it is identified that any of the Authority equipment, cables or peripherals are no longer fit for purpose and need replacement, Authority will provide suitable and fit for purpose replacements.

Annex 1: Environment and Sustainability

1 **Definitions**

1.1 In this Annex, the following definitions shall apply:

> "Minority Owned Businesses"

means in the UK for profit enterprise of any size which is 51% or more owned, operated, and

controlled by an ethnic minority group;

"Permitted Item"

means those items which are permissible under this Contract to the extent set out in Table B of this

Annex 1:

"Prohibited Items"

means those items which are not permissible under this Contract as set out at Table A of this

Annex 1:

"Small and Mediumsized Enterprises"

means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission

recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized

enterprises;

"Sustainability Reports"

written reports to be completed by the Supplier containing the information outlined in Table C of

this Annex 1:

"Sustainable Development" means the sustainable development requirements

specified in this Annex 1;

"Sustainable **Development Plan**" has the meaning set out in Paragraph 7

(Sustainable Development Plan) of this Annex 1;

"Sustainable **Development Policy**" means a policy detailing the Supplier's approach and commitment to Sustainable Development;

"Sustainable **Development Policy** Statement"

has the meaning set out in Paragraph 7 (Sustainable Development Plan) of this Annex 1;

"Sustainable **Development** Requirements" means the sustainable development requirements

specified in this Annex 1;

"Waste Electrical and Electronic Equipment" or "WEEE"

has the meaning given in the Waste Electrical and Electronic Equipment (WEEE) Regulations 2013; and

"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 by using less material in design and manufacture. Keeping products for longer;
- (b) Preparing for re-use by checking, cleaning, repairing, refurbishing, whole items or spare parts;
- (c) Recycling by turning waste into a new substance or produce, including composting if it meets quality protocols;
- (d) Other Recovery through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and
- (e) Disposal Landfill and incineration without energy recovery.

2 General

- 2.1 The Supplier acknowledges that the Authority must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.
- 2.2 This Annex sets out the Sustainable Development Requirements and environmental requirements which are applicable to the provision of the Services. In delivering the Services, the Supplier shall and shall ensure that its Sub-contractors assist and cooperate with the Authority, by fully complying with the requirements of this Annex.

3 Public Sector Equality Duty

- 3.1 In addition to legal obligations, where the Supplier is providing a Service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
 - 3.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

Crown Copyright 2023

- 3.1.2 advance:
 - 3.1.1 equality of opportunity; and
 - 3.1.2 good relations,

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

- 3.2 In delivering the Service, the Supplier will comply with the Authority's equality, diversity and inclusion requirements, to be provided to the Supplier by the Authority.
- 3.3 The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

4 Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable environmental Laws in force in relation to the Contract.
- 4.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.
- 4.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority:
 - 4.3.1 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;
 - 4.3.2 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.3.3 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;
 - 4.3.4 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;

Model Services Contract Version 2.1

- 4.3.5 inform the Environment Agency within one Working Day in the event that a permit or exemption to carry or send waste generated under this Contract is revoked and 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;
- 4.3.6 minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
- 4.3.7 reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 4.4 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
- 4.5 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (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.
- 4.6 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 4.7 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:
 - 4.7.1 it is a Permitted Item; or
 - 4.7.2 the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 4.8 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services.
- 4.9 The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 4.10 In delivering the Services, the Supplier must comply with the Authority's sustainability requirements, to be provided to the Supplier by the Authority.

- 4.11 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority:
 - 4.11.1 demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 4.11.2 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;
 - 4.11.3 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;
 - 4.11.4 enhance the natural environment and connecting communities with the environment; and
 - 4.11.5 achieve continuous improvement in environmental (and social) performance.
- 4.12 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:

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

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/779660/20190220-Supplier_Code_of_Conduct.pdf

The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6 Reporting Requirements

- 6.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance with this Annex within fourteen (14) days of such request provided that such requests are limited to two per Contract Year.
- 6.2 The Supplier shall complete the Sustainability Report in relation its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency as notified by the Authority to the Buyer from time to time.

7 Sustainable Development Plan

Model Services Contract Version 2.1

- 7.1 The Supplier shall produce a Sustainable Development Policy Statement and Sustainable Development Plan in accordance with Paragraphs 7.2 and 7.3 of this Annex, within 6 (six) months of the Effective Date and annually thereafter. The Sustainable Development Policy Statement and Sustainable Development Plan shall be specific to the Contract and include all Subcontractors involved in delivery of the Contract. The Supplier must obtain the required information from Sub-contractors and then collate and submit as stated above.
- 7.2 In delivering the Services, the Supplier shall prepare a Sustainable Development Policy Statement giving, for each organisation involved in delivery of the Contract an overarching commitment to:
 - 7.2.1 dispose of Contract waste in a legal manner (i.e. waste is disposed of via a registered waste collector, the Waste Electrical and Electronic Equipment (WEEE) regulations are adhered to where relevant);
 - 7.2.2 reduce energy consumption;
 - 7.2.3 promote waste management including recycling;
 - 7.2.4 promote green or public transport;
 - 7.2.5 promote Corporate Social Responsibility ("CSR"); and
 - 7.2.6 the Sustainable Development Policy and that of continuous improvement which should be signed and dated by senior management.
- 7.3 In delivering the Services, the Supplier shall prepare and deliver a Sustainable Development Plan which should be used to turn the commitment shown in the Sustainable Development Policy into action and which as a minimum, detail how each organisation involved in delivery of the Contract will:
 - 7.3.1 reduce its environmental footprint of this Contract through:
 - 7.3.1 minimising the use of energy, water and materials;
 - 7.3.2 minimising waste and increasing recycling levels;
 - 7.3.3 utilising recycled goods within operations;
 - 7.3.4 providing efficient low carbon delivery methods;
 - 7.3.5 promoting the use of green or public transport.
 - 7.3.2 contribute to social sustainability of this Contract through:
 - 7.3.1 purchasing goods and services that are produced and delivered in line with International Labour Organisation principles in respect to human rights and conditions of employment;

- 7.3.2 supporting a diverse supply chain by cultivating opportunities for Minority Owned Businesses;
- 7.3.3 providing adequate training opportunities for all employees.
- 7.3.3 drive economic sustainability of this Contract through:
 - 7.3.1 supporting job creation both locally and nationally;
 - 7.3.2 facilitating opportunities for Minority Owned Businesses and Small and Medium-sized Enterprises.
- 7.4 The Supplier shall contain in its Sustainable Development Plan:
 - 7.4.1 a baseline assessment of current position in terms of waste minimisation, recycling and energy consumption (energy consumption only required if current energy usage is available to organisations);
 - 7.4.2 annual estimates of the progress of Sustainable Development actions;
 - 7.4.3 details of how Supplier Personnel awareness of sustainability will be increased in line with the Sustainable Development Plan.

TABLE A - PROHIBITED ITEMS

The following consumer single use plastics are Prohibited Items:

Catering

- a. Single use sachets e.g., coffee pods, sauce sachets, milk sachets, sugar, salt, pepper, and condiments
- b. Take away cutlery
- c. Take away boxes and plates
- d. Cups made wholly or partially of plastic
- e. Straws
- f. Stirrers
- g. Water bottles
- h. Disposable paper napkins
- i. Plastic wrapped snacks or food items
- j. Disposable water cooler jugs

Facilities

- a. Single use containers e.g., hand soap, cleaning products
- b. Wipes containing plastic
- c. Single-use batteries (consider using rechargeable batteries)
- d. Non-recyclable light bulbs (consider using LED lights)
- e. Air fresheners (consider using biodegradable or refillable options)

Office Supplies

- a. Plastic envelopes
- b. Plastic wrapping for brochures
- c. Paper or card which is bleached with chlorine
- d. Ink cartridges (consider using refillable cartridges)
- e. Single use sticky notes (consider using digital notes)

	f. Plastic paper clips (consider using metal paper clips or other sustainable alternatives)		
	Packaging		
	a. Single use plastic packaging from deliveries where avoidable e.g., shrink wrapped packaging from office supplier or facilities products.		
	b. Single use carrier bags		
	c. Bubble wrap (consider using biodegradable packing peanuts, recycled paper, or other sustainable alternatives)		
	d.	d. Polystyrene/Styrofoam packaging	
	e.	Single use plastic mailers (consider using recyclable paper mailers)	
Authority specific Prohibitions	Non-renewable energy sources: Where possible, organisations should consider renewable energy sources.		
Project specific Prohibitions	Non-sustainable construction materials: Where possible, use materials that are recycled, recyclable, or sourced sustainably.		
	Large-scale paper printing: Consider digital alternatives where feasible.		
	<u>General</u>		
	a.	Single use coffee pods for office coffee machines	
	b.	Any product with non-recyclable packaging	
	C.	Non-recyclable plastic pens - Consider using refillable pens or pens made of biodegradable material.	
	d.	Plastic ID card holders - Consider using biodegradable material.	
	e.	Printer/copier paper not sourced from sustainably managed forests.	

Crown Copyright 2023

TABLE B - PERMITTED ITEMS

Authority Permitted Items	None
Project Specific Permitted Items	None

TABLE C - SUSTAINABILITY REPORTS

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability	As proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	Quarterly, from the Implementation Services Commencement Date
Waste created	By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.	Before contract award and on each anniversary of the Effective Date.
Waste permits	Copies of relevant permits and exemptions for waste, handling, storage and disposal.	Before the Effective Date, on each anniversary of the Effective Date and within ten (10) Working Days of there is any change or renewal to license or exemption to carry, store or dispose waste
Greenhouse Gas Emissions	Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the Contract. Include the Supplier's best estimate of Scope 3 emissions, with a commitment to reducing them over the Contract's lifetime. Emissions reporting should be in accordance with established best practice and internationally accepted standards.	Quarterly, from the Implementation Services Commencement Date
	Volume in metres cubed.	On each anniversary of the Effective Date