

## Schedule 1 Task Order Form

Task Order Instruction	
To (Supplier): FAIR HEAT LIMITED	Address: Unit 1.01 Trowbray House, 108 Weston Street, London, SE13QB
From (the Contracting Authority): Department for Energy Security & Net Zero	Address: 3-8 Whitehall Place, London SW1A 2EG
Project Name: AZP & HNDU Zoning Support	Project ID: Prj_2277
Contract Ref:	Framework reference number: CON_6348  CON_6945
Contract Title:	BE23183 - Heat Network Zoning Programme - Framework Agreement
Lot number:	Lot 2.2
Task Order No. 001	Date: 30/10/2024
<p>The following documents are incorporated into this Task Order Form. If the documents conflict, the precedence as per the Framework Contract A2-8 apply.</p> <ol style="list-style-type: none"> <li>1 This Task Order Form</li> <li>2 Framework Contract BE23183</li> <li>3 The following Schedules: <ul style="list-style-type: none"> <li>• Schedule 1 (Transparency Reports)</li> <li>• Schedule 2 (Specification)</li> <li>• Schedule 3 (Supplier proposal)</li> <li>• Schedule 4 (Variation Form)</li> <li>• Schedule 5 (Sustainability)</li> </ul> </li> </ol>	

- Schedule 6 (Key Supplier Staff)
- Schedule 7 (Exit Management)
- Schedule 8 (Contract Management)

No other Supplier terms are part of the Task Order Form. That includes any terms written on the back of, added to this Task Order Form, or presented at the time of delivery.

As per the call off process agreed within BE23183 the Department instruct you to:

Overview of requirements: The Task Order is for support to deliver Advanced Zoning/ HNDU studies as part of Heat Network Zoning.

Subcontractors: N/A

**Key Supplier Staff as per Schedule 6:**

Key Role	Key Staff	Contract Details e.g. permanent/contract	Worker Engagement Route (incl. inside/outside IR35)
Director	REDACTED UNDER FOIA SECTION 42	Permanent	Outside IR35
Associate	REDACTED UNDER FOIA SECTION 42	Permanent	Outside IR35
Associate	REDACTED UNDER FOIA SECTION 42	Permanent	Outside IR35
Associate	REDACTED UNDER FOIA SECTION 42	Permanent	Outside IR35

**Task Order Reporting Requirements:**

The Supplier shall provide the following additional management information under and applicable to this Task Order:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
0.	Onboarding documentation as per Framework & contract		
1.	Monthly Management Report		

1.1.	1.Project Delivery Update and forward look.  2.SLAs/KPIs report (as per reference Framework Lot 2)  3.Budget register. Finance Update. Review spent & spend forecast  4.Change Control register  5.Risk & Issues register  6.Onboarding Checklist Register  7.Lessons learned register  8.Contract Management meeting register	All	Monthly
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Any variations to this Task Order Form shall be in accordance with the Framework Contract and Schedule 5 (Variation Form).

The duration of the Task Order is 5 months and will expire on **31 March 2025** unless otherwise notified by the Contracting Authority.

The value of the Task Order shall not exceed **£150,000 excluding VAT**. The Task shall be invoiced on a time basis and any rates charged shall not exceed those agreed within the Framework Agreement. The invoices must be submitted on a time charge basis at the end of the month (or at least day 1 to day 7 of the calendar month, if day 7 is Sunday then it will be day 5, and if day 7 is Saturday then it will be day 6 of a calendar month) verifying the services carried out to date, the staff grade, the number of days worked, with the period of the work (from date to date) and the day rate applied. Suppliers are to note the day rate must align with the specified day rate within AW5.2 Price Schedule.

Signed:	Date:
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For and on behalf of Fair Heat Limited  
**(The Supplier)**

Signed .....

Name .....

Position .....

Date .....

For and on behalf of Department for  
Energy Security and Net Zero **(The  
Contracting Authority)**

Signed .....

Name .....

Position .....

Date .....

## **Schedule 1: Transparency Reports**

- 1.1 The Supplier recognises that the Contracting Authority 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 Contracting Authority with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Task Order Form, within three (3) Months of the Effective Date the Supplier shall submit to the Contracting Authority 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 Contracting Authority 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 Contracting Authority. If the Parties fail to agree on a draft Transparency Report the Contracting Authority 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 Contracting Authority at the frequency referred to in the Annex of this Schedule.

### **Annex A: List of Transparency Reports**

Title	Content	Format	Frequency
Task Order Form Charges	Order charges	Excel sheet	Order period

## **Schedule 2: Specification**

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### **SPECIFICATION FOR THE PROVISION OF ADVANCED ZONING PROJECT AND HNDU PROJECT DELIVERY**

***Note to user.***

*To ensure an appropriate level of standardisation and that the Specification addresses all relevant areas, it is recommended that you use the following headings to define your requirements. Please note that neither the headings nor the points raised are exhaustive and therefore content should be added as appropriate. If any sections are not applicable, please either mark “NOT APPLICABLE” or delete. However, when deleting please ensure the number formatting is correct.*

## Annex A Specification Document – Services

<b>Title of Request:</b>	<b>AZP &amp; HNDU Zoning Support</b>
<b>Duration of Contract including options for extension:</b>	As per Task Order Form
<b>Project ID reference</b>	Prj_2277
<b>Contract Ref (CON_XXXX) – DESNZ CM to populate</b>	As per Task Order Form
<b>Lot number / Sub Lot number DESNZ WL to populate</b>	Lot 2/ Sub-lot 2.2
<b>Required Commencement Date:</b>	As per Task Order Form

### 1. Introduction

The introduction should briefly explain the requirement of the procurement and the context of that requirement e.g.

- The application, purpose, outcome, or function of the services
- The implications for the users of implementing the solution
- An outline of the research, which has been undertaken in order to specify the requirement, including any premarket engagement
- How this requirement is related to other requirements (if applicable)
- Associated risks with the procurement e.g. Continuity, Health and Safety etc.

The department aims to accelerate zonal-scale heat network delivery, develop best practice guidance, provide project development support services, and promote market transformation ready for national rollout of the heat network zoning policy.

This work will be a key enabler of AZP and HNDU projects, supporting their development and delivery and test new delivery models under the future Central Authority and Zoning Coordinators as envisaged under the Energy Act and Heat Network Zoning Consultations.

**Specifically, this requirement is to deliver the technical element of a HN Zoning Study under Lot 2.2 of the HNZTP Framework.**

## 2. Aims & Objectives

- Aims should provide details of the main aims and reasons of the tender exercise
- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

The primary aim of this Task Order is to deliver the technical element of a Zonal scale heat network studies as part of the Advanced Zoning Programme and HNDU funded projects.

By the end of this process, the LA (Local Authority) and any partners will be in a position to take a final decision on the best delivery route for the project, including any appropriate investment decisions. The project will be ready to be taken to market in whatever form/route deemed most appropriate by the business case, and the market will be primed to respond.

The LA will have been supported to bring the project to market through a successful procurement exercise.

The specific outputs of each work package are as follows:

Indicative Work Package breakdown	Key Outcomes & Deliverables
WP 1: Information review & project scoping	Project Review & Scoping Report
WP 2: Zonal Network Concept & Delivery Planning	Zonal Network Concept & Delivery Plan
WP 3: Detailed Business Case & Commercialisation Support	Completed technical input into sections of the business case and commercialisation support documents

## 3. Objectives

- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations



See above.

#### **4. Background to the Requirement**

Provide background information to the project to help the supplier/bidder understand how it fits in to the business objectives of the procurement. Consider including issues such as:

- any history relevant to the procurement
- recent developments
- a description of the business activities in the area relating to the procurement
- business functions & processes
- organisation & staffing
- roles & responsibilities
- service conditions and environmental factors (see guidance note)

The Task Order Form forms part of a call off under the HNZZ Framework. Please refer to the background section of the Scope of Works within the Framework ITT.

#### **5. Scope**

This section may include but is not restricted to:

- High-level scope of the procurement i.e. what's included or in-scope with reference to lots as appropriate
- Potential demand over the period of the contract
- Potential for the range of services to expand or reduce as need change (e.g. fluctuation such as seasonal demands); for the range of materials to increase or decrease or for new products to be included or substituted as technology develops i.e. photocopier replaced by multi- functional devices.
- Exclusions e.g. specific locations, product, or service type which providers may otherwise assume are in-scope
- Known constraints e.g. equipment or software which must be used by the provider. Include reference to systems compatibility and software licences as appropriate.

- The Period of the Agreement (e.g. This agreement will be in place up to but not after June 2020)
- Security needs both physical / IT related re Cyber essentials
- GDPR implications

For a summary of the Work Packages and how they relate to the various different sub-lot suppliers on a project level, please refer to section "Lot 2 - Delivery Support" within Appendix 1: HN2TPF Specification document of the HN2TP ITT documents.

#### Sub-Lot 2.2 – Technical support

Suppliers appointed to this sub-Lot will be expected to provide the following services:

##### *Work Package 1*

- Review and update previous zoning and techno-economic feasibility work (where applicable).
- Undertake a data gap analysis to identify additional sources of information required to successfully deliver the project.
- Advise on project technical risks and opportunities.

##### *Work Package 2*

- Assessment of heat off-takers including the identification of heat demands required to connect within the area based on heat network zoning policy guidelines.
- Produce a high-level TEM (or populate a DESNZ-supplied TEM) to inform cost and commercialisation discussions.
- Investigation of potential new heat sources where these are prudent and necessary to support the project; and assessment of all heat sources where previous work is out of date.
- Produce a phased delivery plan working with the project manager to inform a program of activities for the successful technical delivery of the project.

##### *Work Package 3*

- Evaluation of technical evidence gaps in the business case development process.
- Support on the specification, evaluation and quality assurance of any technical or design work required to inform the business case.
- Support on soft market testing and evaluation of suitable framework or procurement routes.

## 6. Requirement

- This is a statement of what is to be delivered and forms the main body of the specification. The 'golden rule' is that specifications need to be Clear, Concise and Unambiguous. It also:
- details what will be expected of the contractor under the contract
- how you see the contract operating to ensure aims and objectives are met

- details specific tasks, outputs, and expectations
- do not embed critical requirements in background information
- list the important elements of the requirements first, and work through to least important
- KPI's

#### Project Call Off's & Work Packages

The above forms the outline scope of works for all AZP/ HNDU projects called off under this Task Order.

The list of projects to be called off under this Task Order comprises of:

Project name	Estimated Project Timescales	Project budget excluding VAT
Nottingham City Council FES Study (as per standard HNDU FES specification)	5 months	£100,000
Brighton City Council FES Study (as per standard HNDU FES specification)	5 months	£50,000

Each project will be broken down into separate package(s) of work which will each be commissioned separately via a Work Package Order Form (see Appendix A) with an accompanying detailed scope of works to be issued by the named Project Lead above. The Work Package Order form will also include the budget and timescales for the order.

For the avoidance of doubt, no work should be commenced by the supplier under this Task Order without a Work Package Order Form.

Should it be unclear who the work stream lead is at any point, then kindly contact the framework or contract manager ([brett.hagen@energysecurity.gov.uk](mailto:brett.hagen@energysecurity.gov.uk) or [maria.clemente@energysecurity.gov.uk](mailto:maria.clemente@energysecurity.gov.uk))

All deliverables against Work Package Order Forms must be submitted per the timescales agreed in the Work Package Order Form and can only be accepted as submitted once they have been through the suppliers internal QA process as per the QA schedule and submitted QA response to Proj 1.3 in the RFPQ of the HNZTP Framework. At this point the supplier will be assessed against their KPI measure on "Deliverable Timeliness" and "Supplier Deliverable Quality Assurance" as per the framework contract.

The department will then undertake its own QA of submitted outputs and will assess the deliverables against the "Quality Score" KPI measure as per the framework contract.

KPI's against which this Task Order will be measured are as follows:

<b>Service Level Performance Criterion</b>	<b>Key Indicators</b>	<b>Description</b>	<b>Service Level Threshold</b>
Deliverables timeliness (monthly)	Delivered to agreed timescales	The output of each commission was delivered in the agreed timeframe as outlined in the Task Order	95%
Supplier Internal quality assurance (monthly)	Delivered in line with quality assurance methodology	The output of a commission was subjected to the internal quality controls as outlined in the Task Order	95%
Management Information (MI) is provided at monthly intervals and a minimum of 2 working days before any scheduled call-off contract management meeting.	Delivered to agreed timescales	Confirmation of receipt and time of receipt by DESNZ	100%
Quality Score (monthly)	Accepted by the department as meeting acceptable quality standards	The output of a commission was signed off by the relevant Policy lead as having been produced to satisfactory quality and met the objective set out in the Task Order	100%
Invoice timeliness (monthly)	Delivered to agreed timescales	The invoice was provided with the agreed timeframe stipulated in the Task Order	100%

Invoice Accuracy (monthly)	Delivered to acceptable standard	The invoice provided accurate information and was in accordance with the Task Order	100%
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## 7. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so

Indicative timescales out outcomes for each work package under this task order are as follows:

Indicative Work Package breakdown	Indicative Duration	Key Outcomes & Deliverables
WP 1: Information review & project scoping	2 months	Project Review & Scoping Report
WP 2: Zonal Network Concept & Delivery Planning	3 months	Zonal Network Concept & Delivery Plan
WP 3: Detailed Business Case & Commercialisation Support	5 months	Completed technical input into sections of the business case and commercialisation support documents

The exact time scales available and deliverables required for each work package will be confirmed in each Work Package Order Form.

### **Schedule 3: Supplier proposal**

#### **Team Structure & Key Roles**

**Key Role Holder:** [REDACTED UNDER FOIA SECTION 40], Director, “Executive Sponsor”: [REDACTED UNDER FOIA SECTION 40] is an experienced and highly respected leader, with >8 years of management experience in both project resourcing, delivery, technical training and soft skills development. He has demonstrated the ability to plan resources effectively across multiple projects, managing conflicting demands through prioritisation and empowering his team to make decisions, but understand their own limits and capabilities and know when to seek input and advice. The proposed project team has demonstrated a track record of delivering complex work packages on challenging timescales, and of a high quality. The Executive Sponsor is responsible for senior oversight, technical and commercial guidance and point of escalation for the end client.

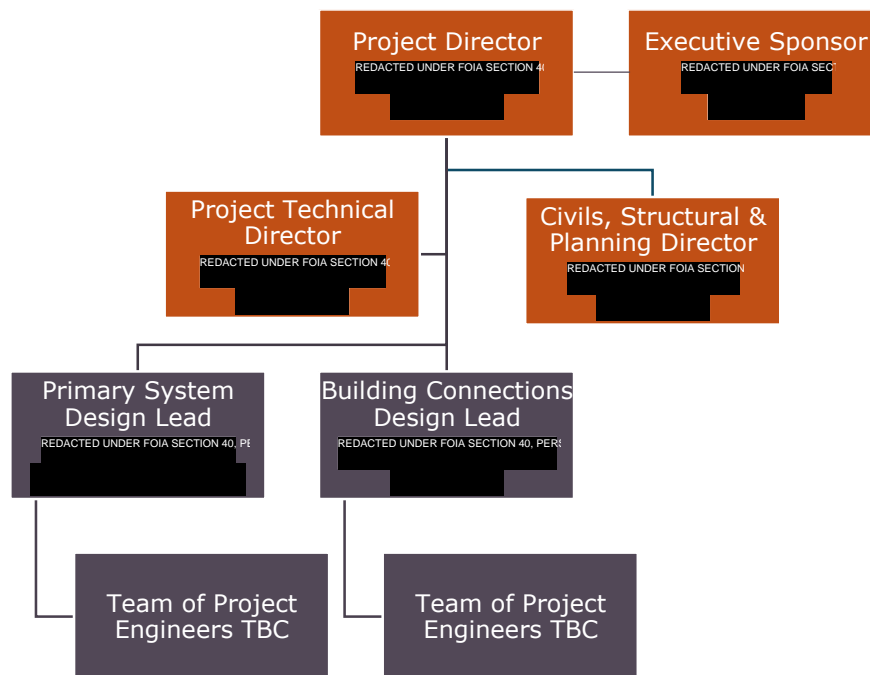
**Key Role Holder:** [REDACTED UNDER FOIA SECTION 40], Associate, “Project Director”: The nominated Project Director, [REDACTED UNDER FOIA SECTION 40], has over 20 years of experience. [REDACTED] previously served as [REDACTED UNDER FOIA SECTION 40]

[REDACTED] The Project Director is responsible for overall project management, stakeholder engagement, quality assurance and project governance.

**Key Role Holder:** [REDACTED UNDER FOIA SECTION 40], Associate, “Project Technical Director”: [REDACTED UNDER FOIA SECTION 40] is an industry technical leader in this space, having quality assured >200 energy center designs and has [REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION]

[REDACTED] The Project Technical Director will provide technical authority and sign off to all technical decisions on the project.

**Key Role Holder:** [REDACTED UNDER FOIA SECTION 40], Associate, “Civils, Structural & Planning Director”: [REDACTED] of leading on the design of Energy Centre constructions and has most recently [REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION] [REDACTED UNDER FOIA SECTION 40], successfully receiving planning permission for the site in 2023. [REDACTED UNDER FOIA SECTION 40] to lead on Energy Centre building design services.



*Figure 1: Proposed project organogram for Lot 2.2 – Key Roles in Orange*

FairHeat's have found the most successful approach to structuring the technical resource for the scope required by Lot 2.2 is to create sub-teams focused on a particular part of the heat network system. This allows FairHeat to allocate resources to their field of expertise and the sub-team to concentrate on the unique challenges and risks of that system. Coordination between the sub-teams is delivered through the Project Director and Project Technical Directors roles. The technical skills and expertise for each sub-system of a heat network are unique, and this structure lends itself well to training engineers quickly and efficiently in those specialist areas.

One of the pillars of our graduate program is providing role rotations every 6- months, to give the graduates a breadth of experience across the 24-month scheme. This project structure allows a graduate to focus on a sub-system's technical requirements, and then rotate to a new area, to provide accelerated development. Leadership of each sub-system is always provided by an engineer who has significant experience in that field and has already developed specialisms in technical and stakeholder engagement requirements.

### **Scope Overview: Tasks & Requirements by Work Package**

#### **WP1**

During WP1, defining the key client objectives is essential to ensuring good outcomes that align with the client's requirements. FairHeat capture these objectives and make them SMART objectives, so that they can be measured and reported against, showing the impact that key decisions have on their performance. Through this, FairHeat will look to capture and define:

- What the primary and secondary goals are for the heat network: Trade-offs are inevitable, particularly with respect to CAPEX vs. other value outcomes such as decarbonisation, reliability and resident satisfaction. Having a well-defined hierarchy of goals and risks can provide a framework for assessing options objectively.
- What a successful heat network project represents for its stakeholders: How should it reflect the client's brand and image?
- Decarbonisation ambitions: There are two fundamental routes to decarbonising through heat networks; policy led or industry leading. Both are viable but each has a different

technical solution, risk profile and outcomes. It is critical for the client to understand these two routes and decide which one best fits the goals and success factors for the project. FairHeat will facilitate workshop discussions with examples of each solution to allow the client to make an informed decision regarding which overarching long term strategy fits best.

The outcome of these workshops is captured under a Key Objectives document, which is then project managed throughout the design phase of the project to ensure each decision's impact is understood and documented. This is then also used to ensure that the relevant scoping documents for the subsequent work packages are going to allow delivery of the objectives. This process will be led by the **Project Manager** and **Technical Lead**, with project engineering support from the **Heat Mapping & Masterplanning sub-team**.

## WP2

When undertaking Heat Network Concept Designs, FairHeat initiate with an identification of potential energy demand including but not limited to:

- Assess the heat demand of the defined study area, tenure, ownership, location, current heat and electricity supply structure
- Develop an energy demand map and database of the opportunity area (or transfer the HNZ database into FairHeat's modelling tools for assessment)
- Develop a supply map and categorising each supply asset
- Identify local energy sources, focussing on low to zero carbon opportunities and matching supply and demand, particularly with a heating and cooling balance.
- Undertake an appraisal with weightings to determine a demand and supply hierarchy taking into account of interim, medium- and long-term aspirations set by the client. In the context of the AZP, this will include categorisation of mandated connections.

Specifically, FairHeat will undertake the following core activities during WP2, all of which will be project managed by the **Project Director**, and with technical oversight and QA by the **Technical Director**:

- **Demand Sizing Assessment:** UK Heat Networks have historically had oversizing of peak loads. This has led to oversizing of generation plant, at planning stage, which has in turn resulted in oversizing of utility connections, with a direct cost impact on the project. FairHeat are industry leading experts with respect to peak and hourly load assessments. As members of the Heat Networks Code of Practice Steering Committee, FairHeat have influenced the industry's approach to system sizing by leveraging our access to performance data through Guru Systems monitoring applications. Using this expertise at pre-feasibility, FairHeat develop accurate estimates for peak and hourly heating and hot water loads for the development at the front-end design stage. This then informs the required generation plant mix, informing capital costs, efficiencies, and carbon emissions.
- **Network Routing Options Review:** At early-stage feasibility, FairHeat undertake the following route proving activities:
  - Look to minimise total length of network as far as possible, unless justified through significant service congestion or obstacles that warrant alternative routes/diversions
  - Undertake preliminary pipework sizing and determination of system type (steel vs. PEX, Single vs. Twin, insulation series) to allow sufficient level of detail during the route planning stage.



- During route planning, the following risks are assessed. This risk assessment shall form the basis of the optimum route selection and the residual risks requiring further mitigation through detailed design are clearly identified: Existing buried services, major buried obstacles, roads – highlighting the likelihood of detailed traffic management plans being required for work coordination, any infrastructure crossings, passing through third party owned land
- **Risk Assessment of Energy Strategy Options:** Energy Strategies predominately consider compliance with a regulatory or carbon target, but often do not consider the full lifecycle risks. Before a final technological approach is selected, clients should understand the full risk profile that each viable option presents to the development from both delivery/construction and operational perspectives.
- **Develop Energy Model:** FairHeat's proprietary (data based) hourly load model will be used to determine the following:
  - Hourly based demand from all connections
  - The sizing of each generation source, typically prioritising a heat pump base load
  - Optimal thermal storage size
  - SCOP of heat pump plant
  - Relative annual heat fraction contributions from each generation asset
  - Raw utility annual (gas, power) consumption
  - Estimated cost of heat (p/kWh)
  - Estimated carbon intensity of heat (gCO<sub>2</sub>/kWh)
- **Develop Techno-Economic Model (TEM):** The FairHeat proprietary TEM includes the following core components: Hourly load model (above), Network pipe sizing tool, CAPEX estimator, Construction program, Financial Cash Flow Model, Outputs Dashboard showing key project metrics, including IRR. It also includes a Data Table as the front sheet that facilitates multiple options analyses to be run concurrently to assess:
  - Varying demand scenarios of customers
  - Alternative energy generation strategies
  - Impact of pipe sizing approaches
  - Sensitivity analysis on CAPEX, OPEX, fuel costs etc.

This tool is an industry leading TEM that has been successfully leveraged to accelerate several heat network projects through the concept and commercialisation phase due to its ability to model a large number of options and inform on the optimal solution(s) to be taken forward. The **Project Director** and **Technical Director** will manage this scope, with support from project engineers.

### WP3

FairHeat is a market leader in setting technical specifications for DH networks, having produced multiple technical specification documents in wide use within the market. FairHeat have a suite of four "Technical Supplements", which are developed specifically for each project: Energy Strategy Supplement (RIBA 1-2), Design Supplement (RIBA 3-4), Delivery Supplement (RIBA 5-6), Operation, Maintenance and Performance Supplement

During WP3, FairHeat would look to bring these market leading specifications to efficiently capture the project and client requirements, whilst ensuring all industry minimum standards, particularly CP1 2020, are met. These specifications focus on the following elements:

Design elements:

- Key performance indicators (KPIs) based on “good to excellent” performance benchmarks, with KPIs such as generation efficiencies, network losses, flow temperature stability, return temperature limits, and plant uptime factors.
- Compliance with CP1 2020’s minimum requirements.
- Design guidelines with respect to the hydraulic design of the generation systems for low temperature heat networks. This focusses on optimising the operation of the heat pump assets that are likely to be deployed on future heat networks.
- Design guidelines for the Buried Distribution Pipework. This is focussed on pipe sizing, material selection and routing. In addition, it covers the appropriate application of BS EN 13941 (Buried Heating Pipework).
- Control logic for both generation and distribution equipment
- Limits for operating temperatures and pressures
- Strategy for plant redundancy, access, repair and replacement
- Requirements to ensure adequate water treatment management and monitoring
- Metering and performance monitoring specification.

#### Delivery Elements:

- Buried network and plant room QA inspection checklists
- Connections acceptance testing criteria, methodology and checklists
- Plant room load test methodology
- Commissioning Documentation & Technical Submittal trackers
- Water treatment specification and trend results tracker
- Scope flow charts with processes, deliverables and milestones detailed
- Overall Project Progress Tracker with coded Red/Amber/Green (example showed in **Error! Reference source not found.**)
- Insulation specification for both pipework and major equipment

These specifications are already in use by >25 heat network and property developers deploying heat network systems and have been peer reviewed/implemented by the majority of the prominent design consultants in the UK.

#### **Project Schedule, Controls, team communication & stakeholder management**

The majority of FairHeat’s engineering staff hold an industry standard Project Management qualification, either APMP or Prince2. These qualifications are undertaken by our graduate engineers as part of their 24-month graduate program. As standard, all FairHeat’s projects are set up in accordance with the Prince2 management methodology. At the core of this are the following project management tools and processes that would be used to execute our role:

**Scope and deliverables document:** A clear scope document with defined deliverables will be produced and agreed with the client and any relevant key stakeholders. This document also contains assumptions, key milestones, key dates, inclusions and exclusions so that the clearest common view of the agreed scope is held between us and the client.

**Project program:** This scope will then be converted into a project program, in the form of a Gantt Chart. Key tasks, services, workshops, milestones and deliverables are documented with start, duration and end dates, and any key relationships between activities linked. This is then reviewed with the client/project team to ensure alignment. For Lot 2.2, it is expected that multiple consultants will part of the project team, in which case it will be critical for our workflow to be integrated into the overall program. We will work with each consultant/stakeholder to ensure the interdependencies are understood and captured, and that the critical path log is defined, de-risked and mitigated to avoid project delays.

Dedicated project management resources will then ensure this program is updated and the impacts of any changes are effectively communicated to the project team.

**Key Decision Workshops:** At the core of our communication and stakeholder management approach, is to use regular “Key Decisions Workshops” with the client and project team to ensure that the impacts, risks, benefits, challenges and drawbacks that the technical and commercial options available entail are well understood. Through this, we will drive critical decisions to be made throughout the process so that the output of each work packages is realistic, achievable and in line with the client requirements for the scheme. This process will allow the project team to be involved throughout the decision process, which in our experience generates buy-in and enthusiasm for the scheme. It will also increase the quality of the final output with respect to meeting the client’s brief and stakeholder Key Objectives, due to the investment and interaction the project team can provide.

FairHeat believe it is important to focus primarily on the solutions that are technically and financially feasible at the earliest possible stages and then develop and de-risk these as far as possible at Techno-Economic and feasibility stage, within the context of a well-developed commercial model. Through the utilisation of the Key Decision Workshops, a wide array of options can be presented for discussion initially, but the unattractive or high-risk options can be discounted early in the process (the rationale for which will then be documented concisely and efficiently). The attractive and technically and financially viable options will then become the focal point for more detailed investigation and development. FairHeat believe this approach will result in improved client engagement and guarantee that the final output will already be one whereby the project team have significant buy-in, belief and confidence in the solution, recommendations, and next steps.

### **Project costs & rates**

The following rates will apply, which are as per FairHeat Zoning Framework tender response for Lot 2.2.

#### **Staff Rates - General**

Role	Day Rate (£/day)
REDACTED UNDER	

#### **Staff Rates – Key Roles**

Role	Day Rate (£/day)
REDACTED UNDER FOIA SECTION 43, COMMERCIALY SENSITIVE	

## Nottingham

[illegible]

The table below is an indicate breakdown of fees and time for the Brighton project, assuming a maximum budget of £50,000. The actual project and scope will be assessed on once the specific Work Package Order form is issued to ensure the scope is appropriate.

	REDACTED UNDER SECTION 40, PERSONAL INFORMATION	SECTION 40, PERSONAL INFORMATION			Principal Cons.	Senior Cons.	Consultant / Graduate Cons.	
REDACTED	N 43, COMMUNICATIVE	SITIVE						
								49,948

### **Schedule 4: Variation Form**

This form is to be used in order to change a contract in accordance with Clause C7-11 of the Framework Contract.

<b>Contract Details</b>	
This variation is between:	<div><b>[insert name of Contracting Authority]</b> (“the Contracting Authority”)</div> <div>And</div> <div><b>[insert name of Supplier]</b> (“the Supplier”)</div>
Task Order Form name:	<b>[insert name of Task Order Form to be changed]</b> (“this Task Order Form”)
Task Order Form reference number:	<b>[insert contract reference number]</b>
<b>Details of Proposed Variation</b>	
Variation initiated by:	<b>[delete as applicable: Contracting Authority/Supplier]</b>
Variation number:	<b>[insert variation number]</b>
Date variation is raised:	<b>[insert date]</b>
Proposed variation	
Reason for the variation:	<b>[insert reason]</b>
An Impact Assessment shall be provided within:	<b>[insert number]</b> days
<b>Impact of Variation</b>	
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>
<b>Outcome of Variation</b>	
Task Order Form variation:	This Task Order Form detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[Contracting Authority to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> </ul>
Financial variation:	Original Task Order Form Value: £ <b>[insert amount]</b>
	Additional cost due to variation: £ <b>[insert amount]</b>
	New Task Order Form value: £ <b>[insert amount]</b>

1. This Variation must be agreed and signed by both Parties to this Task Order Form and shall only be effective from the date it is signed by the Contracting Authority.
2. Words and expressions in this Variation shall have the meanings given to them in this Task Order Form.
3. The Task Order Form, 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 Contracting Authority

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 5: Sustainability**

### **“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 Contracting Authority 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. Environmental Requirements**

- 3.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 3.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Contracting Authority:

- 3.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
- 3.2.2 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
- 3.2.3 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.

- 3.3 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.

- 3.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Contracting 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.
- 3.5 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>.

#### 4. Supplier Code of Conduct

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- 4.1 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](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)

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

#### 5. Reporting

The Supplier shall comply with reasonable requests by the Contracting Authority for information evidencing compliance with any of the requirements in Paragraphs Public **Sector Equality Duty**-4 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.

## **Schedule 6: Key Supplier Staff**

- 1 Key Supplier Staff
  - 1.1 The Task Order Form 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 and the Task Order Form lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the Task Order Form Start Date.
  - 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Task Order Form Period.
  - 1.3 The Contracting Authority 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 remove or replace and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
    - 1.4.1 requested to do so by the Contracting Authority or the Contracting Authority 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 maternity 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 Contracting Authority 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 delivery of the Task Order Form;
    - 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 he or she has replaced;
    - 1.5.6 on written request from the Contracting Authority, provide a copy of the contract of employment or engagement (between the Supplier and Supplier staff) for every member of the Supplier staff made available to the Contracting

Authority under the Task Order Form when providing deliverables under any the Task Order Form;

- 1.5.7 on written request from the Contracting Authority, provide details of start and end dates of engagement for all Key Staff filling Key Roles under this Task Order Form.
- 1.6 The Contracting Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Contracting Authority considers in any respect unsatisfactory. The Contracting Authority shall not be liable for the cost of replacing any Key Staff.

## **Schedule 7: Exit Management**

### **1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement the Contract:

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Subcontractor in the provision of the deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	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);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier or a Subcontractor in connection with the deliverables but which are also used by the Supplier or a Subcontractor for other purposes;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Contracting Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the

	Contracting Authority internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Contracting Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Contracting Authority;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Contracting Authority or any replacement supplier to provide the deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and

## 2. **Supplier must always be prepared for contract exit**

2.1 Not used

## 3. **Assisting re-competition for deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Contracting Authority 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 Contracting Authority shall reasonably require in order to facilitate the preparation by the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 two (2) Months after the Date of this Task Order Form, deliver to the Contracting Authority a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Contracting Authority (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 they should follow the process for disputes outlined in the Contract.
- 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 Task Order Form;
  - 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 Contracting Authority;
  - 4.3.6 details of any contracts which will be available for transfer to the Contracting Authority 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 Contracting Authority (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 of this Task Order Form;
  - 4.3.11 proposals for providing the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 the Contract. 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:  
every six (6) months throughout the duration of the Task Order Form;

- (a) no later than twenty (20) Working Days after a request from the Contracting Authority for an up-to-date copy of the Exit Plan;
  - (b) 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;
  - (c) 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 Contracting Authority and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Contracting Authority 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 Contracting Authority 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 of the Task Order Form 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 Contracting Authority 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 of the Task Order Form; and

- 5.2.2 the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority, provide the Termination Assistance;
  - 6.1.2 provide to the Contracting Authority and/or its replacement supplier any reasonable assistance and/or access requested by the Contracting Authority 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 Contracting Authority and/or its replacement supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Contracting Authority;
  - 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 Contracting Authority's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Contracting Authority; and
  - 6.1.6 seek the Contracting Authority's prior written consent to access any Contracting Authority 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 Contracting Authority, 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 Contracting Authority'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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority'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 Contracting Authority shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Contracting Authority requires to be transferred to the Contracting Authority 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 Contracting Authority and/or the replacement supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Contracting Authority requires to be assigned or novated to the Contracting Authority and/or the replacement supplier (the "**Transferring Contracts**"), in order for the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority and/or the replacement supplier. The Supplier shall execute such documents and provide such other assistance as the Contracting Authority reasonably requires to effect this novation or assignment.
- 8.7 The Contracting Authority 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 Contracting Authority 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 Contracting Authority until the transfer of the relevant Transferring Contract to the Contracting Authority and/or the replacement supplier has taken place.
- 8.9 The Supplier shall indemnify the Contracting Authority (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 Contracting Authority (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.

#### **9. No charges**

Unless otherwise stated, the Contracting Authority 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 Contracting Authority and/or the Replacement and the Supplier as follows:

the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;

the Contracting Authority 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

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 Contracting Authority 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 Contracting Authority 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 Contracting Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Contracting Authority staff, customers and key stakeholders;

1.1.7 not used;

1.1.8 providing an information pack listing and describing the deliverables for use by the Contracting Authority in the procurement of the Replacement Deliverables;

1.1.9 answering all reasonable questions from the Contracting Authority and/or the replacement supplier regarding the deliverables;

1.1.10 agreeing with the Contracting Authority and/or the replacement supplier a plan for the migration of the Government Data to the Contracting Authority and/or the replacement supplier;

1.1.11 providing access to the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority and/or the replacement supplier (acting reasonably);
  - (b) transferring all training material and providing appropriate training to those Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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)).

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 Contracting Authority 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 Contracting Authority 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 Contracting Authority and/or the replacement supplier.

1.4 The information which the Supplier will provide to the Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority deems reasonable; and

1.5.2 the Contracting Authority and/or the replacement supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

## **Schedule 8: Contract Management**

### **1. Definitions**

In this Schedule, the following words shall have the following meanings and they shall supplement the Contract:

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

### **2. Project Management**

1. The Supplier and the Contracting Authority shall each appoint a Project Manager for the purposes of this Task Order Form through whom the provision of the Services and the Deliverables shall be managed day-to-day.
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 Task Order Form can be fully realised.
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**

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

### **4. Role of The Operational Board**

1. The Operational Board shall be established by the Contracting Authority for the purposes of this Contract on which the Supplier and the Contracting Authority shall be represented.
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.
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



Contracting Authority board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

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.

5. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Task Order Form. The agenda for each meeting shall be set by the Contracting Authority and communicated to the Supplier in advance of that meeting.

**5. Contract Risk Management**

1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Task Order Form.

2. The Supplier shall develop, operate, maintain and amend, as agreed with the Contracting Authority, processes for:

1. the identification and management of risks;
2. the identification and management of issues; and
3. monitoring and controlling project plans.

3. The Supplier allows the Contracting Authority to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

4. The Supplier will maintain a risk register of the risks relating to this Task Order Form which the Contracting Authority and the Supplier have identified.

**Annex: Operational Boards**

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

***As agreed by the Parties***

## Appendix A: Detailed Specification for Work Package Order

This is the HNZZ Framework - Work Package Order Form that will be sent from Framework Manager to the Supplier for the work to commence.

Task Order Form ID	TOF..... [note: insert Task Order Form number provided by contract manager under which this Work Package Order relates]
Project Name	[Note: Should match a project name in the Task Order Form]
Version	1
Start Date of Work Package Order	[date]
End Date of Work Package Order	[note: can't exceed the contract end date in the Task Order Form]
Price of Work Package Order	£ [note: that if different from the allocated project budget in the Task Order Form this should be confirmed with the workstream lead/ contract manager]
Scope of Works	Detailed Specification to be attached in Appendix A below
Agreed by: Supplier (Work Package Delivery lead)	[Name & email]
Agreed by: Client (Workstream lead)	[Name & email]