



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

**An Impact Evaluation of the European Maritime and
Fisheries Fund - C16499**

April 2023

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[REDACTED]
Air Quality Consultants Ltd
23 Coldharbour Road
Bristol
BS6 7JT

Our ref: C16499
Date: 04/04/2023

Dear [REDACTED]

Supply of An Impact Evaluation of the European Maritime and Fisheries Fund

Following your tender/ proposal for the supply of An Impact Evaluation of the European Maritime and Fisheries Fund to Marine Management Organisation, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Marine Management Organisation** and **Air Quality Consultants Ltd** for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by e-signing and returning the Order Form Contract via our e-sourcing system. No other acknowledgement will be accepted.

Acceptance of the award of this Contract will be made by electronic signature via 'DocuSign' carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. Acceptance of the offer compromised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system.

Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours sincerely

A large black rectangular box redacting the signature of the sender.


Senior 
Defra Group Commercial

Order Form

1. Contract Reference	C-16499
2. Date	
3. Authority	<p>Marine Management Organisation Lancaster House Newcastle upon Tyne NE4 7YH</p>
4. Supplier	<p>Air Quality Consultants Ltd 23 Coldharbour Road Bristol BS6 7JT</p> <p>Company registration number: 02814570 (England and Wales)</p>
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annex.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>

6. Deliverables	Services	<p>Deliver an external impact evaluation of the European Maritime and Fisheries Fund (EMFF) 2014 – 2023. This evaluation will focus on how well the EMFF support granted across the UK has contributed to the Union Priority-level objectives set by the European Commission</p> <p>To be performed at the Supplier's premises.</p>
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 4 April 2023 (the Start Date)</p> <p>and the Expiry Date shall be 15 December 2023, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 0 months' by giving not less than [1] months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><u>APInvoices-MMO-U@gov.sscl.com</u></p> <p>Alternatively, you may post to:</p> <p>Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	

11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Joanne Simpson, Grants Team, Marine Management Organisation Lancaster House Newcastle upon Tyne NE4 7YH</p>	
12. Address for notices	<p>Authority: Marine Management Organisation Lancaster House Newcastle upon Tyne NE4 7YH</p> <p>Attention: [REDACTED] [REDACTED]</p> <p>Email: [REDACTED]@marinemanagement.org.uk</p>	<p>Supplier: Air Quality Consultants Ltd 23 Coldharbour Road Bristol BS6 7JT</p> <p>Attention: [REDACTED] [REDACTED]</p> <p>Email: [REDACTED]@aqconsultants.co.uk</p>
13. Key Personnel	<p>Authority: Marine Management Organisation Lancaster House Newcastle upon Tyne NE4 7YH</p> <p>Attention: [REDACTED] [REDACTED]</p> <p>Email: [REDACTED]@marinemanagement.org.uk</p>	<p>Supplier: Air Quality Consultants Ltd 23 Coldharbour Road Bristol BS6 7JT</p> <p>Attention: [REDACTED] – [REDACTED]</p> <p>Email: [REDACTED]@aqconsultants.co.uk</p>
14. Procedures and Policies	<p>For the purposes of the Contract Sustainability Requirements are specified within Annex 2 (Specification) and Annex 5 (Sustainability).</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>	
15. Limitation of Liabilities	See Short Form Contract clause 12.1	

16. Insurance	<p>The Supplier shall hold the following insurance cover for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £75,000; - Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £75,000; - Employers Liability insurance with cover for a single event or multiple with an aggregate of not less than £5,000,000; - Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £75,000; 	
Signed for and on behalf of the Supplier		Signed for and on behalf of the Authority
Name: Job title:		Name: Job title:
Date:		Date:

Annex 1 – Authorised Processing Template

Contract:	An Impact Evaluation of the European Maritime and Fisheries Fund (2014 – 2023)
Date:	04 04 2023
Description Of Authorised Processing	Beneficiaries of European Maritime and Fisheries Funding (EMFF), from public authorities, professional organisations, scientists, researchers and coastal & inland communities.
Subject matter of the processing	As above description of authorised processing
Duration of the processing	4 Apr 2023 – 15 Dec 2023
Nature and purposes of the processing	Relating to EMFF related grant funded projects that have the aim of supporting the ease of implementing reformed Common Fisheries policy and to bridge the innovation gap. Also helping fishers switch to safe, selective, low-impact fishing gears and practices.
Type of Personal Data	Names, addresses, phone contact details, email address.
Categories of Data Subject	Individuals, public sector organisations and private sector organisations.

Annex 2 – Specification

Specification

1. Background

The European Maritime and Fisheries Fund (EMFF)

The European Maritime and Fisheries Fund (EMFF) is a European Structural and Investment (ESI) fund developed to help fishers in the transition to sustainable fishing, support the diversification of coastal economies, create jobs and improve quality of life in coastal areas, assist sustainable aquaculture and facilitate access to finance. Within the UK, the Marine Management Organisation (MMO) provides the UK Managing Authority function, it also acts as the Intermediate Body (IB) for England, processing grant applications via the gov.uk website. The Devolved Administrations perform the IB function for Wales, Scotland and Northern Ireland.

The total UK allocation is €243.1million, split between England (€95.9million), Scotland (€108.0million) Northern Ireland (€23.5million) and Wales (€15.8million). The scheme opened for applications in early 2016 and will close in 2023 (or sooner if all funding is allocated). As at the 30 June 2022, a total of £203.3million (98.2% of the sterling equivalent budget) has been allocated to 2,912 projects, with spend of £160.4million (78.9% of the budget committed) certified for 2,773 projects.

The budgets above are allocated across the following Union Priorities (UPs):

- **UP1 Sustainable Fisheries** – €70.6million – to strike a balance between fishing capacity and available natural resources, to fish more selectively and to stop wasting fish caught inadvertently
- **UP2 Sustainable Aquaculture** – €21.6million – to make the sector more successful and competitive by focusing on quality and health and safety, as well as eco-friendly production; and to provide consumers with high-quality, highly nutritional and trustworthy products
- **UP3 Implementing the Common Fisheries Policy** – to improve data collection, scientific knowledge, control and enforcement of fisheries legislation
 - Data Collection – €51.6million
 - Control and Enforcement – €46.1million

- **UP4 Community Led Local Development** – €13.8million – to help coastal and inland fisheries and aquaculture communities gain more value from the fish they catch and diversify into other maritime fields, such as tourism or direct sales
- **UP5 Marketing and Processing** – €24.0million – to improve market organisation, market intelligence and consumer information in the world's largest seafood market
- **UP6 Integrated Maritime Policy** – €4.9million – to improve marine knowledge, better plan activities at sea, promote cooperation on maritime surveillance and manage sea basins according to their specific needs
- **Technical Assistance (TA)** – €10.7million – used to help implementation of the programmes and improve the administrative capacity of the Member States

How is the scheme managed?

In addition to the Bodies outlined above, to track the implementation of the EMFF across the UK, a Programme Monitoring Committee (PMC) made up of industry representatives hold implementing bodies to account for delivering what has been set out in the OP. This group receives quarterly performance updates, at meets at least annually to discuss scheme progress and issues.

Who benefits from the scheme?

A wide range of beneficiaries are supported via EMFF funding. Principally, the fund was designed to allow European fisheries to receive support to ease the implementation of the reformed Common Fisheries Policy (CFP), and to bridge the innovation gap. In addition to helping fishers switch to safe, selective, low-impact fishing gears and practices, EMFF funding is intended to;

- Support public authorities to strengthen data collection and to comply with their obligations on the control of fishing activities
- Fund professional organisations to draw up and implement production and marketing plans, ensuring industry benefits from steady supplies of wild and farmed products
- Support coastal and inland communities dependent on fishing to find new opportunities in the general maritime economy, leading to a positive spin-off effect on local growth and development
- Fund scientists and researchers for studies of immediate interest to the industry, in fisheries management, ocean management, marine environment, climate change, coastal protection, social science, maritime economy, etc.

Further information on the UK EMFF can be found in the Operational Programme: <https://www.gov.uk/guidance/european-maritime-and-fisheries-fund-emff-uk-managing-authority-ukma#operational-programme>

Impact Evaluation

An impact evaluation of the EMFF is required to fulfil a regulatory requirement under Article 56(3) of the Common Provision Regulation (EU) No 1303/2013, which states the following:

*“During the programming period, the managing authority shall ensure that evaluations, including evaluations to assess effectiveness, efficiency and **impact**, are carried out for each programme (...) At least once during the programming period, an evaluation shall assess **how support from the ESI Funds has contributed to the objectives for each priority.**”*

2. Aims and Objectives

In line with the above regulation, this impact evaluation of the EMFF should be conducted at the Union Priority (UP) level and assess how support from the EMFF has contributed to the objectives for each priority.

For impact evaluation guidance per UP, please see “*EMFF Evaluation Toolbox*” as supplied with the tender document marked as Annex 2;

- Section 3.1 – Impact Evaluation – UP1 (pp. 85-86)
- Section 3.2 – Impact Evaluation – UP2 (pp. 87-88)
- Section 3.3 – Impact Evaluation – UP3 (p. 88)
- Section 3.4 – Impact Evaluation – UP4 (p. 89)
- Section 3.5 – Impact Evaluation – UP5 (p. 89)
- Section 3.6 – Impact Evaluation – UP6 (p. 90)

The evaluation of impact at UP level should demonstrate how much the EMFF Operational Programme (OP) has contributed to change in the sector – or in society as a whole – in line with the European Commission’s objectives, as set out in the guidance referred to above. Additionally, the evaluation should provide the following;

- Conclusions that are relevant to policy development
- Conclusions on how the EMFF has contributed to the evolution of the sector (according to the European Commission’s UP-level objectives)
- Consideration as to how this evolution may have been affected by external factors (such as policy changes, general economic development, the coronavirus pandemic, etc), as well as effects attributable to the EMFF Operational Programme itself

To ensure consistency across all member states, the European Commission's Fisheries and Aquaculture Monitoring and Evaluation (FAME) Support Unit has provided EMFF specific working papers to guide evaluation. This guidance is embedded at Appendices 1 (particularly page 18) and 2 (page 84 onwards).

This kind of evaluation can only be conducted once OP implementation is well advanced and substantial results are visible.

3. Approach and methodology

Tenderers are invited to propose specific methods and make use of innovative approaches where appropriate in addressing this brief, detailing how these methods will meet the aims and objectives of the evaluation.

Previous evaluations for EMFF have covered processes and the early impact of the fund in the UK (see tender document marked as Annex 3 for the full report). For this evaluation we require an impact evaluation and other suitable methods will be identified and applied to provide a comprehensive understanding of how the EMFF has contributed to the objectives for each of its six Union Priorities. The impact evaluation should seek to understand the positive, negative immediate and long term effects and the unintended consequences of the fund.

The evaluation is expected to be designed in a manner which enables and encourages feedback to be gathered from a wide range of stakeholders. It is expected that a number of case studies will be identified, through which the evaluation process can then be set against. It would be expected to build on the existing theory of change, data collection plan and evaluate policy, delivery, and stakeholders at a minimum.

Post contract award, we suggest an evaluation framework be developed in collaboration with the MMO and an evaluation Steering Group. At this point, tenderers should demonstrate how they intend to develop an evaluation framework and gather input across Defra, grants delivery bodies and the heterogeneous stakeholder groups and provide a draft framework to coincide with the timeframes set out below. This framework should set out how the FAME Working Paper EMFF Evaluation Toolbox can be used (see tender document marked as Annex 2). Tenderers should justify the specific methods and analyses chosen and should set out an appropriate sampling framework where applicable. Within this, tenderers should give consideration to ethical and data protection requirements and processes.

The research should be compliant with guidelines set out in HM Treasury's Green and Magenta Books, and mindful if and where appropriate, of the [Complexity Evaluation Framework](#) developed for evaluations.

4. Scope

Given the scope of the evaluation, consortium bids bringing together expertise from a range of organisations will be welcome.

- a. Timelines: Plan and clarify the nature and scope of the evaluation including clearly set out timelines for inception, data acquisition, interim reporting and feedback

- b. Collaboration: The MMO suggests the evaluation be developed in collaboration with the MMO project leads. Suppliers should demonstrate how they intend to develop an evaluation plan and gather input across the steering group and the heterogeneous stakeholder groups and provide a draft framework to coincide with the timeframes set out below.
- c. Methodology: The MMO would welcome innovative suggestions providing that they also meet the project aims and objectives, the FAME Working Paper EMFF Evaluation Toolbox can be used (see tender document marked as Annex 2, page 84 onwards) can be used to inform this. Suppliers should justify why they have suggested an alternative approach and set out how their approach will address the research questions and deliver the outputs required. The benefits and limitations of the innovative approach should be discussed in relation to the approach, with differences highlighted for each element of the methodology to enable a clear comparison between approaches.
- d. Baseline data should be developed in collaboration with the MMO. There are three components to the collection of baseline data:
 - i. A review of existing work carried out under EMFF
 - ii. Empirical quantitative and qualitative data collection: Survey, interviews or focus group observations with passive and active stakeholders including regulators and policy makers
 - iii. Secondary and geographical data available from the MMO Statistics & Analysis, Seafish and the UK Managing Authority

Any costs attributed to data collection should be borne by the supplier and considered in the costings

Research Questions – The Impact of the Fund

1. What has been the impact of the scheme with regards to;
 - a. Promoting environmentally sustainable, resource-efficient, innovative, competitive and knowledge-based fisheries and aquaculture (Union Priorities 1 and 2);
 - b. Supporting data collection, control and enforcement (Union Priority 3);
 - c. Supporting community led local development by regional Fisheries Local Action Groups (FLAGs), which seek to create businesses and employment in fisheries and aquaculture areas, and support diversification of economic activity in coastal areas (Union Priority 4);

- d. Marketing and processing for fishery and aquaculture products (Union Priority 5);
- e. Improving knowledge on the state of the marine environment and protecting its biodiversity and marine protected areas (Union Priority 6).

These investigations could consider new, innovative ways of working, changing perspectives and/or common practices.

- 2. How has the benefit of the support granted in the sector been affected by external factors such as policy changes, EU exit, the Coronavirus pandemic, Ukraine crisis, economic circumstances, etc?
- 3. How can the impact of the EMFF scheme in the UK be used to inform policy development for the future?

5. Required Expertise

Applicants should have experience of developing and implementing evaluation frameworks. It is preferable that they hold a track record of using different evaluation techniques including impact evaluations. Previous experience of working within the marine environment and fisheries sector is desirable, but applications are welcome from organisations without such experience where proposals include involvement of external expert(s) to give sector specific advice.

Considering the scope of the work and the delivery timeframes, effective project management experience will be required. It is expected that applicants will set out how the evaluation process will be managed. Quality assurance will be achieved through internal processes, but also by the provision of peer review of the draft evaluation framework by a steering group established by the MMO. This steering group is expected to meet monthly and regular catch-ups (at least fortnightly) will take place with the MMO project manager.

6. Project Support

The project manager will act as facilitator or liaison between the suppliers and MMO officers' policy makers.

7. Proposed Timeline

This project will run for up to 9 months (assuming that a contract is let by 4 April 2023) and key milestones are set out below. Please note that the proposed timelines are subject to change and any proposals that detail approaches that reduce the total project duration are encouraged. We expect monthly, minuted meetings to review progress, direction, and risks.

	Details	Timescale
Deliverable 1	Inception Meeting	Within 10 working days from contract assignment
Deliverable 2	Inception report (2 pages maximum)	Within 10 working days from contract assignment
Deliverable 3	Completion of any required Fieldwork and Analysis	Development to be discussed at monthly calls
Deliverable 4	"Early Findings" to be communicated to MMO (maximum 10 pages)	29 September 2023
Deliverable 5	Draft Final Report (Provided for review)	15 November 2023
Deliverable 6	Delivery of Final Report	No later than 15 December 2023

The final, draft report must be made available to MMO as a MS word document in plain English. The final report(s) will then incorporate the comments and recommendations identified at the draft final stage.

8. Payment Methods

Payment will be following satisfactory quality assurance of the above agreed outputs/deliverables.

	Description of Milestone	Payment %
1	Inception summary (2 Page max.)	25%
2	Completion of scoping stage and production of scoping report	25%
3	Completion of fieldwork and analysis	25%
4	Receipt and approval of final report	25%

9. Quality Assurance/General Data Protection Regulation

It is essential that any evidence used in preparing the final report has been collected, processed and published with rigour and that appropriate quality assurance (QA) processes are in place, and embedded, within the contracting organisation. The Contractor will provide the MMO with relevant assurances around QA procedures and/or certifications from recognised standards providers (e.g. ISO). Please refer to the MMO's Quality Assurance of Evidence processes for guidance as to what the MMO will be looking for.

(<http://webarchive.nationalarchives.gov.uk/20140305093254/http://www.marinemanagement.org.uk/evidence/documents/qa-evidenceprocess.pdf>)

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:



1.1.1 shall be calculated in accordance with the terms of this Annex 3;


2. Rates and Prices

Instruction for Summary of Staff Time Involved Please complete the peach coloured cells as appropriate					
Name of Staff	Grade of Staff	Work Task	Number of Days	Day rate	Cost (£)
Logika DT (PD)	Technical Director	Inception			
Logika LN (PM)	Principal	Inception			
Logika (support)	Support	Inception			
Logika HM (SNR support)	Principal	Inception			
Poseidon RC (expert - fisheries)	Director	Inception			
Poseidon TH (expert - aquaculture)	Director	Inception			
Poseidon RH (expert - MCS/seafood)	Director	Inception			
Poseidon (support)	Support	Inception			
M&E (AR)	Principal	Inception			
Logika DT (PD)		Step 1: Evidence gathering			

Task total and % split

Logika LN (PM)		Step 1: Evidence gathering			
Logika (support)		Step 1: Evidence gathering			
Logika HM (SNR support)		Step 1: Evidence gathering			
Poseidon RC (expert - fisheries)		Step 1: Evidence gathering			
Poseidon TH (expert - aquaculture)		Step 1: Evidence gathering			
Poseidon RH (expert - MCS/seafood)		Step 1: Evidence gathering			
Poseidon (support)		Step 1: Evidence gathering			
M&E (AR)		Step 1: Evidence gathering			
Logika DT (PD)		Step 2: Setting up the baseline			
Logika LN (PM)		Step 2: Setting up the baseline			
Logika (support)		Step 2: Setting up the baseline			
Logika HM (SNR support)		Step 2: Setting up the baseline			
Poseidon RC (expert - fisheries)		Step 2: Setting up the baseline			
Poseidon TH (expert - aquaculture)		Step 2: Setting up the baseline			
Poseidon RH (expert - MCS/seafood)		Step 2: Setting up the baseline			
Poseidon (support)		Step 2: Setting up the baseline			
M&E (AR)		Step 2: Setting up the baseline			

  Task total and % split

  Task total and % split

Logika DT (PD)		Step 3: Impact evaluation					
Logika LN (PM)		Step 3: Impact evaluation					
Logika (support)		Step 3: Impact evaluation					
Logika HM (SNR support)		Step 3: Impact evaluation					
Poseidon RC (expert - fisheries)		Step 3: Impact evaluation					
Poseidon TH (expert - aquaculture)		Step 3: Impact evaluation					
Poseidon RH (expert - MCS/seafood)		Step 3: Impact evaluation					
Poseidon (support)		Step 3: Impact evaluation					
M&E (AR)		Step 3: Impact evaluation					
Logika DT (PD)		Project management, meetings and Quality management					
Logika LN (PM)		Project management, meetings and Quality management					
Poseidon RC (expert - fisheries)		Project management, meetings and Quality management					
				Total	62942.5	62942.5	

Task total and
% split

Task total and
% split

3. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

4. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the period to which the relevant Charge(s) relate;
 - 5.2.4 the correct reference for the Contract
 - 5.2.5 a valid Purchase Order Number;
 - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 5.2.7 a description of the Deliverables;
 - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 5.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 5.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);

- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 790, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 5.4 Invoices submitted electronically will not be processed if:
- 5.4.1 The electronic submission exceeds 4mb in size
 - 5.4.2 Is not submitted in a PDF formatted document
 - 5.4.3 Multiple invoices are submitted in one PDF formatted document
 - 5.4.4 The formatted PDF is "Password Protected"

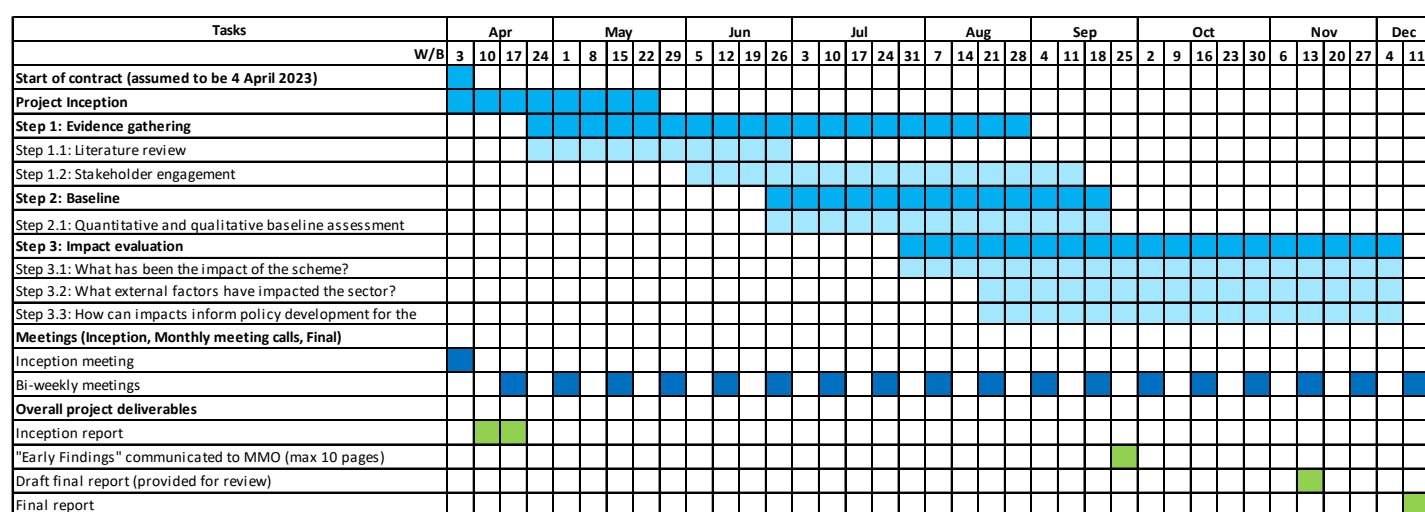
Annex 4 – Tender Submission

T02: Project Planning, Management and Delivery

1. Project plan and outputs

The project plan is set out in the Gantt chart (Figure 1 below), identifying the expected timelines of tasks, milestones, and delivery of outputs. The project plan, including task and outputs timelines, will be agreed with all team members and Defra/MMO at the inception phase. To ensure early findings are available for the end of September we propose to run the literature review and stakeholder engagement in parallel and complete those tasks, and the baseline by the end of September. Each of the evaluation questions have also been split across team members and key experts so the evaluation reporting can be completed simultaneously, to ensure the mid-November and mid-December deadlines are met.

Figure 1 Gantt chart of task and deliverable timings



2. Project management approach

Effective project management is essential to ensure that the evaluation's deliverables are provided with the required quality, within budget and on time. The Logika Group¹ will be the primary contractor, with Poseidon and M&E GmbH as subconsultants. [REDACTED] will serve as the Project Manager and will be accountable to Defra for fulfilling the contract and liaising with Defra's Project Officer. Within the Logika group, project management guidelines are followed which cover aspects of best practices such as interacting with clients, managing subcontractors and ensuring project deliver on time and within budget. Five days of time have been allocated to project management activities and two days for the Project Director who would attend all project meetings.

The evaluation team recognizes the MMO and their project leads as key partners in the evaluation and an integral part of the delivery team, as they are a key source of experience, knowledge and advice. A collaborative approach will be taken when developing the evaluation.

An inception meeting is foreseen to kick-off the contract and following that project progress will be reported monthly to the MMO through brief progress reports and discussed at bi-weekly meetings with the Project Manager, MMO, Defra and other team members where required. More frequent meetings can be arranged at MMO/Defra's request if specific issues arise. The meetings will be used to update Defra on progress and planned deliverables and milestones, to highlight any issues that have arisen and during the

¹ Air Quality Consultants Limited (CRN 02814570), Noise Consultants Limited (CRN 10853764), Logika Consultants Limited (CRN 12381912) and Logika Group Limited (CRN 12839270) are all registered in England and Wales with their registered office at 23 Coldharbour Road, Bristol, BS6 7JT and are collectively known as "Logika Group".

latter stages, to inform Defra of emerging findings which will be discussed and validated as appropriate. A meeting schedule will be identified as early in the contract as possible, and dates agreed. We acknowledge the constraints on people's time and intend to ensure we make best possible use of meetings to achieve the project outcomes. Project meeting agendas will be circulated a week in advance, to ensure that all items to be discussed are recorded and adequate preparations are made. Should further items arise, from the team or Defra, the meeting agenda will be dynamic to capture additional items for discussion. Meeting minutes will be recorded and circulated within one week of the meeting. Additional ad-hoc meetings and informal discussions focussed on specific issues or aspects of the evaluation can be arranged as required throughout the project.

In order to ensure the whole team works together effectively and efficiently, we will apply the following principles and approaches: regular internal team meetings will be held by Logika and the subcontractors by teleconference approximately once a week – more often if required; an overall team Sharepoint will be created for sharing all study materials; data collection and reporting templates, interview guides, etc. will be created and shared to ensure consistency; and a system for recording and monitoring progress will be established and implemented. This will include tracking the project plan against the Gantt chart provided at the end of this document, identifying any potential slippages and recording any emerging risks in the risk log (an initial log is presented in Section 4 below).

3. Sub-contracting

The lead contractor for the study will be Logika Group, with Poseidon and all other contributors working under subcontract. The subcontract will set out in detail the number of person-days to be dedicated to individual tasks, lines of reporting and responsibilities of individual team members, deadlines for deliverables, QA, confidentiality and non-disclosure requirements, and processes for addressing delivery problems. It will also pass down any key contract requirements set out in Defra's main contract with Logika. In order to ensure we work together effectively, team meetings will be held by teleconference at least once a week; a team Sharepoint will be created for sharing all study materials; reporting templates, interview guides, etc. will be created to ensure consistency; and a system for recording and monitoring progress will be implemented.

4. Quality assurance

Logika Group and partners are committed to ensuring that our services meet or exceed customers' expectations, and that work is of the highest standard. We encourage an open and honest working culture, treating issues as challenges and opportunities and taking a pride in our work.

Logika Group operates a Quality Management System (QMS). Our overall governance system used for the control of business operations is defined in our QMS system which incorporates the requirements of quality, environment, health and safety and information security of our business. The QMS complies with ISO 9001:2008 and ISO14001:2004. Compliance is obligatory for all staff within the company working on projects and we would place the same requirements on our partners and subcontractors, who all operate their own systems as well.

For the purposes of this Service Request, QA/QC is defined as follows:

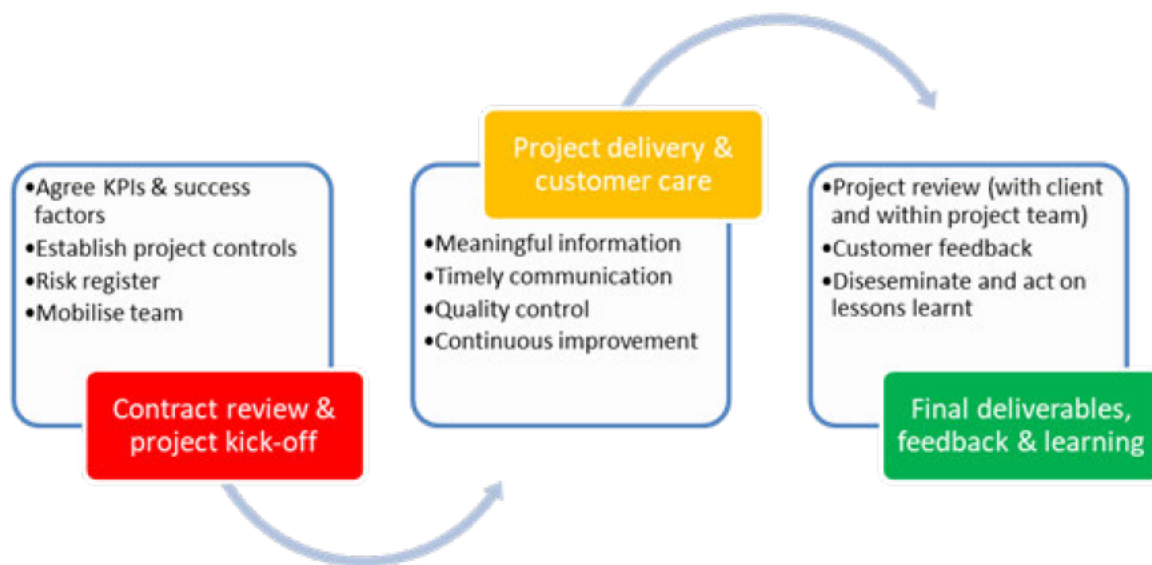
- Quality Assurance (QA) refers to a planned system of review procedures. Reviews verify that quality objectives have been met and support the effectiveness of the QC programme.
- Quality Control (QC) is a programme of routine technical activities, to measure and control the quality of the output as it is being developed.

These activities will be implemented throughout the project, according to the approaches and plans set out in the following sections. Good quality management is not just a project management process, it is a systematic way of working that enable transparency and learning broadly within a team. Our overall approach to quality and project management is set out in the figure below.

The outputs for this project will be overseen for quality purposes by [REDACTED] the appointed **Quality Assurance Manager (QAM)**, who will have ultimate responsibility for defining the quality arrangements

for the project and will be checking features including **clear writing** and **language quality**. QA managers design a QA strategy for each project and [REDACTED] will play an integral role in reviewing and ensuring that quality standards are met throughout all the deliverables of the project prior to submission. All members of the project team are fluent in English and have extensive experience drafting reports in English. Final Report English language checks will be undertaken by the project QAM, with 2 days specifically allocated to QA alongside additional time for technical reviews spread across each of the subtasks. He will ensure that deliverables meet the clients expectations and comply with all the terms agreed in the proposal and contract. To assure the **quality of the deliverables**, the QAM will apply a quality assurance grid to the project outputs. Progress of the work will be monitored and controlled by means of formal written communications, meetings, reviews and informal discussion, as appropriate.

Figure 1: Our approach to quality and project management



We recognise the importance of ensuring **availability of staff resources** throughout the duration of the project and this will be revisited on a bi-weekly basis to ensure consistent resourcing. In case of unforeseen absence of the [REDACTED], back-up will be provided by [REDACTED]. In case of unforeseen absence of the QAM, back-up will be provided by [REDACTED].

The [REDACTED] will be responsible for overseeing that the overall workplan and key deliverables are produced and delivered on time for a project and ensure the continuity of outputs between tasks. The Project Manager will liaise with the QAM to oversee timely delivery of the key reporting deliverables.

Feedback, between the team and from the client, during the project and once it is complete is an important part of continuous learning and improving our services. We would seek any immediate feedback on the regular calls between the client and contractor project manager. We also issue a confidential survey once the project is complete.

5. Risk management and mitigation

We have identified the key risks associated with this task. These form part of the work plan and will be reviewed regularly by the Project Manager.

Key risks	Severity	Probability	Mitigation	Residual risk
Issues arise that require a change of scope or direction	Medium	Medium	The Fisheries and Aquaculture Monitoring and Evaluation (FAME) Framework provides a sound basis for developing the evaluation approach for Question 1. Due to limitations of the framework, an alternative approach has been presented for Questions 2 and 3. Discussions at the inception meeting will help ensure that both the study team and Defra/MMO are clear on the outputs required. Establishing a common understanding early on will help decrease the probability of changes later. Any changes to scope will be agreed with Defra/MMO, will be documented in writing, whether in minutes or deliverables (e.g. interim report).	Low
Data resources are unavailable, inaccessible or delayed to the extent that they are unusable	High	Medium	Critical data identified at proposal stage and to be confirmed at project inception and reviewed relative to the data that MMO/Defra and others can provide. Baseline data availability is noted as being available. Access processes initiated at the earliest possible stage i.e. shortly after inception. Contingency plans for the use of alternative data to be developed as required. Discuss with Defra/MMO the relative importance of data gaps and alternative strategies for gap filling.	Low
Limited participation in interviews or focus groups	High	Medium	A list of potential contacts will be produced that is significantly longer than the number of contacts we aim to interview or participate in the focus groups. This is due to the assumption that only some contacts will respond to our request. In the case they the target number of participants is not met, we will request a formal letter of support from Defra/MMO or direct email correspondence to generate further participation.	Medium
Key staff or resources become unavailable	Medium	Medium	Roles and responsibilities of all staff clearly identified at proposal stage, with backups identified for key staff and large team to avoid issues. Maintain flexible resourcing to allow gaps to be filled. Identify whether project restructuring could alleviate pressures without compromising the timing or quality of outputs	Low
Project outputs not of the quality required by Defra	High	Low	Robust QA/QC procedures to be applied throughout the project and kept under review by QA Manager. Proposed outline and contents of key deliverables to be agreed with Defra/MMO up front to avoid any surprises.	Low
Delays in receiving feedback and comments on project deliverables	Medium	Low	Delivery dates for all outputs from the evaluation will be agreed at the project start-up meeting, giving Defra/MMO opportunity to allocate time. Regular meetings between the Project Manager and Defra/MMO in the lead-up to deliverables will provide further opportunities to prepare.	Low

T03: Methodology

Background and Understanding

The European Maritime and Fisheries Fund (EMFF) supports the EU's Common Fisheries Policy (CFP) and the EU's Integrated Maritime Policy (IMP). The UK EMFF Operational Programme (OP) outlines how it will use its allocation. It sets out UK objectives, financial allocations, anticipated results and indicators to monitor its progress. The EMFF Union Priority (UP) objectives structure the UK OP. This impact evaluation will be conducted in line with HMT's Green and Magenta Book and Defra's Complexity Evaluation Framework to answer three research questions: What has been the impact of the scheme? What external factors have impacted the sector? How can impacts inform policy development for the future? It will assess how support from the EMFF - outlined in the UK OP - has contributed to the objective of each UP. It will be based on the fisheries and aquaculture monitoring and evaluation (FAME) EMFF Evaluation Working Paper² and Evaluation Toolbox³. The evaluation will fulfil the requirements of Article 56(3) of the Common Provision Regulation (EU) No 1303/2013, and provide impact lessons for future UK policy. This section sets out the methodology we will apply.

Inception phase

We will hold an **inception meeting** with the MMO and the steering group within 10 days of contractual agreement. We will explore your priorities for the work, refine the workplan in T02, agree inputs from MMO colleagues and confirm next steps, including future meetings. Minutes of the meeting will be appended to a short inception report including a revised workplan (2 pages), provided within 10 working days of the meeting for comment and finalisation. An internal inception meeting will then be held so all the team can be briefed on the details, the updated project plan and QA procedures.

Evidence gathering

The impact evaluation requires a robust evidence base that establishes how the EMFF funding has been used and to what effect. Evidence exists at programme level that will need to be complemented by in-depth case studies to understand how implementation is driving the programme results and impacts. In the first instance, a desk-based literature review will be undertaken to compile this evidence. Key sources are presented below. To complement the data from these sources (and gather information needed for the case studies), we will engage with stakeholders to better understand the drivers and external factors influencing the trends (more detail below).

Data source	Overview of key sources and relevance to impact evaluation
Literature review of existing EMFF publications	<p>Overview: FAME reports⁴; annual implementation reports (AIRs); the EMFF OP for the UK; the 2019 UK Evaluation of the implementation and early impact of the European Maritime and Fisheries Fund (EMFF); and relevant material identified by the early impact evaluation (Annex 3A to the final report).</p> <p>Relevance: Implementation data together with the OP will inform analysis as to how the EMFF funding is used (by measure and by beneficiary, etc.) (to feed into the baseline and Question 1). Existing evaluations provide evidence and analysis to understand the drivers and external factors influencing the trends (feed into Questions 2 and 3).</p>
Economic activity data	<p>Overview: Economic activity data for fleet and the fish processing industry collected for UK by SEAFISH. Aquaculture data collected by relevant administrations (CEFAS, MSS, DARD-NI).</p>

² FAME (2017). EMFF Evaluation Working Paper. Available at: https://oceans-and-fisheries.ec.europa.eu/system/files/2017-11/fame-working-paper-emff-evaluation_en.pdf

³ FAME (2017). EMFF Evaluation Toolbox. Available at: https://oceans-and-fisheries.ec.europa.eu/system/files/2017-11/fame-working-paper-emff-evaluation-toolbox_en.pdf

⁴ https://oceans-and-fisheries.ec.europa.eu/funding/fisheries-and-aquaculture-monitoring-and-evaluation-fame_en

Data source	Overview of key sources and relevance to impact evaluation
	Relevance: Data will be used to determine how impacts from external factors interact with policy intervention and potential co-benefits and trade-offs (to feed into Questions 2 and 3).
Infosys	<p>Overview: Comprises a structure for the annual collection and reporting of EMFF/EMFAF monitoring data with economic, environmental and social indicators. These include state of operation progress, total cost, EMFF support (cost), EMFF eligible expenditure, coverage of protected areas (m2). Linked measures to each UP and specific objective and corresponding output indicators and result indicators are also provided (change in profits (EUR), employment created (in FTEs), change in volume of production (tonnes), change in number of injuries/accidents, etc).</p> <p>Relevance: UK data will inform analysis to establish what effect the EMFF funding is having in terms of data reported for the OP's contextual, result and impact indicators (to feed into the baseline and Question 1). Infosys data (reported by EMFF measure) will need to be paired with qualitative data to validate hypothetical pathways linking cause, effect and impacts to the UK OP.</p>
Secondary and geographical data available from the MMO Statistics & Analysis, Seafish and the UK Managing Authority	<p>Overview: Seafish reports provide analysis of the UK seafood sector. It presents the annual economic performance of the fishing fleet and occasional surveys on processing and aquaculture businesses. There are also further insights from MMO landing statistics and aquaculture production statistics from annual surveys by the devolved administrations, along with ad hoc studies and research supporting development strategies (e.g. Scotland's Future Fisheries Strategy to 2030 and the FSDP in Northern Ireland).</p> <p>Relevance: Broader data will be used to complement implementation reporting for the OP to establish external factors and relevant co-benefits and trade-offs (to feed into Questions 2 and 3).</p>

We will complement the desk-based review with stakeholder consultation, via interviews and focus groups to:

- **Interviews** (10 in total): To gather evidence for case studies to understand results and impacts that the EMFF funding is having (which will complement analysis at programme level). To explore recommendations. Shortlist of candidates to interview will be developed with MMO.
- **Focus groups** (2 groups of ~10 individuals): To validate evidence gathered and check for additional information sources. To validate initial findings from the impact evaluation. Agenda and questions to facilitate discussion will be agreed with MMO.

To guide the consultation activities needed for this study, we will develop a consultation strategy which will set out who we plan to consult, why, alongside an interview pro forma and focus agenda group. The following stakeholders are particularly important: **Defra/MMO; Devolved Fisheries Administrations**, National fishing representative bodies NFFO, SFF, Northern Ireland Fishermen's Federation, Welsh Fishermen's Association. **Fish Producer Organisations** (ideally through the association, UKAFPO). **Scientific groups:** Cefas, Marine Scotland Science, AFBI, SAMS and key **Universities:** UHI, PML, Bangor, Queens. **Aquaculture organisations:** Scottish Salmon Producer Organisation, British Trout Association, Shellfish Association of Great Britain, NI Aquaculture Representative Group, Aquaculture Industry Wales. Trade groups: Seafish, Company of Fishmongers, Seafood Scotland and **NGOs:** Marine Conservation Society, WWF, The Wildlife Trusts, National Trust. Existing stakeholder groups such as the Seafish Common Language Group could also be used for the focus groups.

The specification refers to the possibility of conducting a survey. A well-designed survey would enable data collection from a large number of stakeholders, however, based on our data needs analysis for

this impact evaluation, we find there is limited need for such data and response rates are often known to be poor among this sector. Furthermore, we understand that the devolved administrations have already commenced work in this field and as such there is a risk of repetitive consultation for stakeholders. To ensure efficiency and avoid stakeholder fatigue we propose to liaise directly with the devolved administrations before deciding on whether or not a survey is needed.

Baseline development

We will establish a counterfactual, i.e. what would have happened in the absence of the current OP (2014-2023). To do this we will use data compiled for the OP contextual indicators for the years 2012-2014 to present the initial situation prior to the adoption of the OP. We will then formulate a potential trajectory for these indicators which will be derived from the actual trajectory (based on Infosys data), with possible changes modelled based on the extent to which external factors are also influencing these trends. The latter will rely on findings from the impact evaluation and it is expected that the baseline will continue to evolve alongside the impact evaluation itself.

Recognising the challenges of linking the outcome of the OP with the broader results and impacts (as noted in the UK OP SWOT analysis), we will develop a qualitative narrative to accompany the quantitative baseline described above. It will unpick the extent to which the OP has likely contributed to a change in the baseline data (in keeping with Defra's complexity evaluation framework). Notably, how relevant external factors have also influenced the changes described against each of the contextual indicators. As above, the qualitative description of the baseline will likely develop throughout the study as the impact evaluation analysis will feed into our understanding of how the baseline has evolved.

Another dimension to the baseline will be to understand the impact the changes made in 2020 (the reallocation of EMFF performance review according to the industry needs of respective DA, the revision of 2023 targets and the flexibility to move funding between funding measures to deliver Coronavirus response schemes). The most important aspect of these changes will be to establish the scale of the reallocations across the measures and beneficiaries and compare this to a counterfactual (where no reallocations were permitted).

Information sources to do the baseline are identified in the specification and their relevance to the baseline described in Section 1.3. which can be discussed further with the MMO during inception.

Impact evaluation

The FAME framework guides the approach set out in this proposal to undertake the impact evaluation, in particular to assess the impact of the scheme (Q1). However, the approach set out below to evaluate the impact of relevant external factors goes beyond the FAME framework, in terms of indicators and information sources (the analysis itself will nonetheless be framed by the OP's contribution to the corresponding UP). We also find the use of SWOT analysis (prescribed for the FAME framework to define the needs for the development of the OP) limited because it doesn't capture linkages. Thus, we propose a simpler needs analysis to allow more flexibility in the way the findings are presented so that the complexity of the EMFF intervention is suitably captured in the recommendations made.

Q1. What has been the impact of the scheme? We will apply the FAME framework to respond to the sub-questions (Q.1a-e of the specification). We will compile data reported for relevant indicators and respond to the judgement criteria prescribed by the FAME framework to conclude on the impact of the OP. In sum, we will:

- Map findings from the UP SWOT analysis in the UK OP to the judgement criteria prescribed by FAME (as presented for the impact evaluation fiches in the EMFF evaluation toolbox). This will allow us to identify relevant judgement criteria for the impact evaluation.
- Based on the relevance of the FAME judgement criteria to the UK OP, compile and report key outputs (with reference to FAME key points and corresponding contextual indicators) and their associated results (with reference to FAME result indicators). This will give a quantitative overview of the outcome and results for the UK's OP. The link between the outcome and each UP is well established (as evident in the intervention logic for the UK OP); however, the results

indicators capture data that is influenced by external factors beyond the UK OP and therefore quantitative data alone is insufficient to understand the complexity of the UK OP. The FAME judgement criteria conclude on the impact of the OP

- To address the above, we will provide qualitative assessment of the outcomes and results to disentangle their impact and add insight for understanding the contribution of the UK OP to the observed changes. Analysis will describe the changes evident according to the indicators in scope of the UK's OP and reflect on the 'key points to consider' (as defined in the FAME impact evaluation fiches).

The output will be a qualitative description of the scheme, supported by quantitative data for each of the contextual and result indicators that will be compiled in an accompanying Excel workbook.

Q2. What external factors have impacted the sector? We expect external factors to have had significant influence on EMFF outcomes and impact. Our assessment of the key factors are below. For each we will assess their impact via secondary data, supplemented with targeted consultation. Based on triangulation of these sources, alongside our expert judgement, we will draw conclusions on how these external factors have affected the relevant targets and impacts. We will draw conclusion on the net impact and contribution to outcomes that can be attributed to the EMFF, alongside co-benefits and trade-offs. Our approach will be in accordance with the HMT Green Book and will be quantified where possible, assessed qualitatively where it is not.

Factor	Impact on fisheries	Impact on aquaculture
EU exit	Outside jurisdiction of CFP, developing UK Fisheries Act and Joint Fisheries Statement with intent to develop Fisheries Management Plans. Requirement to co-operate and negotiate with EU & Norway on shared stocks. Changes in EU market access in short term. Net changes in quota for some (mainly pelagic) species. Access to non-UK sea areas (e.g. Ireland's 6-12 nmile zone for NI fleets).	Sales particularly of live shellfish (oyster and mussel) was impacted in the short term. New UK policy expected to diverge from EU, reflected in the EIP2023 (for example MPAs).
Coronavirus pandemic	Emergency support to fisheries and processing sectors provided. Short-term disruption to fishing activities, but activity continued throughout lockdown. Key impact was on seafood markets, reliant on HORECA sector and exports (EU and Asia markets closed for a time). Some re-balancing with increased retail (mainly frozen) sales and growth in direct seafood sales and shortening of supply chains.	The market disruption was the main impact – reducing harvesting levels as markets adjusted (and so business profitability affected).
Ukraine crisis	Impact on energy prices directly affects operational costs for fisheries.	Impact on availability and price of grain as component of feed inputs to aquaculture.
New technologies	Hydrogen powered engines in farms and for fishing vessels for example from UK net zero strategy. Displacement of fishing vessels from traditional grounds and the diversification into guard vessel duties – less fishing as a result.	Competition for space. Increasing demand for O2 from fin fish culture to improve growth rates – O2 and heat are by-products from hydrogen production could be used by aquaculture.

Q3. How can impacts inform policy development for the future? A needs analysis will be undertaken to establish needs for policy development for the future, and to draw out what can be learnt from the current policy set up to improve the next generation of the funding schemes in the UK. Based on findings from Q1 and Q2, we will assess:

- 1) the extent to which the OP has addressed the problems the fisheries and aquaculture sectors have been faced with (such as overfishing, competitiveness, poor training and education, environmental impact)
- 2) the extent to which the OP is relevant to current challenges (not least in view of the external factors, but also access to markets, changing demand and supply chains, policy developments around marine protected areas, and pressures to improve sustainability of the fisheries and aquaculture sectors)

Key to this needs analysis will be reflecting the challenges at national level (both at UK level and at the level of the devolved administrations) and at local level. It will also be essential to demonstrate the linkages (the co-benefits and trade-offs) between the various problems identified and how this sits with broader government objectives (e.g. those influencing external factors such as aims to achieve zero carbon).

Underpinning the analysis will be work undertaken by the devolved administrations to develop policies. At a devolved level we know that England has the FaSS, which is to run to 2025. NI & Scotland are committed to their own schemes to March 2023, but there is still access to the UK Seafood Fund. Beyond this, the Welsh Marine and Fisheries Scheme has only recently come in and still has some open funding rounds. With respect to future developments, NI has begun consulting on its [future funding out to 2028](#). Involving the devolved administrations via consultation (Step 1) will be key to understanding the impact government funding can have on the fisheries and aquaculture sectors.

The output for Q3 will be a thorough needs analysis together with a succinct summary which will feed into the final evaluation report and will help inform future policy development. The needs analysis will draw on the linkages identified and conclude on coherence needs (achieving coherence between devolved administrations, sectors and broader government strategy priorities). Summary findings will be presented by stakeholder group at national levels (i.e. for each of the devolved administrations).

Reporting and Deliverables: As per the terms of reference, project deliverables are as follows:

- **Deliverable 1 (D1): An inception meeting** to discuss the project scope, timelines and available information. **Within 10 days of contract assignment**
- **D2: A short inception report and project plan**, detailing changes and clarifications to this proposal agreed at the inception meeting. **Within 10 days of contract assignment**
- **D3: Interim presentation and review of progress.** A power point slide deck containing methods, findings, challenges and approach to data collection
- **D4: Draft 'early findings report'.** This will detail methods, analysis, findings including data gaps and recommendations to address these. **29 September 2023**
- **D5: Draft evaluation report for review.** This will detail methods, analysis and findings with recommendations. **By 15th November 2023.** Comments on report received within 2 weeks.
- **D6: Final evaluation report:** Final version in Word with all comments incorporated. To comprise: background to the project, methods, analysis, findings, recommendations and next steps. **By 15th December 2023**

T04: Social Value

This section focuses on our contribution to improving equality, diversity and inclusion through tackling economic inequality and furthering equal opportunities at Logika. This is governed via several policies, principles and actions on: equal opportunities, flexible working, homeworking, wellbeing, anti-slavery and human trafficking. Each employee receives an induction covering each of these. Updates are communicated via companywide workshops. With respect to fair working practices, Logika offer flexible/hybrid working and office based and home based contracts to suit changing needs of staff. Where absences result from health condition(s) or are linked to a disability, the company offer phased

return to work and access to trained Mental health first aiders, where relevant. Support from external professionals/experts is provided via our Employee Assistance helpline. This is part of our Wellbeing and Menopause Policy. Approved supplier systems ensure sub-contractors meet our standards. In this case, Poseidon and M&E GmbH are approved suppliers and have signed up to our social value commitments, amongst others.

We are committed to creating social value via delivery of this work. This response is required to focus on EDI to achieve the Policy Outcome of Effective Stewardship, we are committed to and incorporate our commitment to all social value aspects in our work.

With regards to **tackling economic inequality**, we have an approved supplier list which aims to maximise opportunities for SMEs, whilst ensuring robust and fair procurement processes. Logika encourages staff to use suppliers with the strongest environmental credentials. Logika encourage employment applications from underrepresented groups, and we actively pursue opportunities to encourage applications from disadvantaged communities. We participate in careers events at schools and colleges promoting **environmental sustainability as a career opportunity**.

We will **further equal opportunities** by providing opportunities for development and track the gender-balance of our team. We believe an **inclusive and diverse environment** benefits us as individuals and as an organisation. Our commitment to furthering equal opportunities through delivery of this contract is reflected in the recruitment and structure of internal teams, collaboration with sub-contractors, clients and how we engage external stakeholders. **We review the gender and wider diversity balance within our project teams** on a regular basis. We have put forward our most experienced and expert staff commensurate with the requirements of the project and at the same time, aimed to ensure that our team reflects the diversity of the society that we serve. Should we identify any areas (subject matter or skills), where one gender dominates, we will offer upskilling and training with a focus on staff identifying with underrepresented gender(s) to maintain the gender balance. We continuously review salaries across the Group to ensure consistency and fairness in relation to gender.

Commitment	Activities	Target	No. of hours	Timing	Verification
Tackling economic inequality					
Offer opportunities to interns and placement students	1 intern/ placement student will be offered the opportunity to work on delivery of this project. Interns/ placement students are paired with a senior project team member to ensure continuous development.	1 intern/ placement student working on the project working with each partner each year – 4 in total	Assuming 3 month placement: intern 420 hours per year (1680 total) Supervision hours: 5 hours per week = 60 hours per year (240 total)	Interns recruited – June 2023	Evidence of intern contracting and inputs to the project
Furthering equal opportunities					
Ensure protected characteristics are represented in our team	Review representation of people with protected characteristics (every 6 months); encourage and support women to take on roles in case of openings/opportunities.	50% women engaged in the delivery of this contract. Representation of other protected characteristics.	Estimated based on project budget allocation. 54% of time is allocated to females.	Monitoring, action to redress the balance.	Monitor staff gender, protected characteristics & under-represented groups in the consortium.

Annex 5 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:
 - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
 - 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and

- 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);
 - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
 - 5.2.4 mutuals; and
 - 5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">• Government Department;• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);• Non-Ministerial Department; or• Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.

"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

- (b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

- (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
- (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
- (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

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

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

- (a) tell the Authority and give reasons;
- (b) propose corrective action;

(c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

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

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
- (b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

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

- (a) receive and use the Deliverables;
- (b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an **"IPR Claim"**), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

- (a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and
- (ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) [whichever is higher] unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

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

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

(a) comply with all applicable Law;

(b) comply with the Sustainability Requirements

(c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

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

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

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

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

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;

- (c) the risks to the rights and freedoms of Data Subjects;

- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;

- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

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

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

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

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

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

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

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

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;

- (b) the scope of their appointment; and
- (c) the duration of their appointment.

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

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

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the

Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

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

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

31. Tax

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

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

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

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

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

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

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

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

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.