

## FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

### FORM OF CONTRACT

This Contract is made on the 18th day of August 2025

BETWEEN

(1) Environment Agency of Horizon House, Deanery Road, Bristol, BS1 5AH (the **"Customer"**); and

(2) **Eunomia Research & Consulting Ltd** whose registered office is 37 Queen Square, Bristol, BS1 4QS whose company number is 4150627 (the **"Service Provider"**)

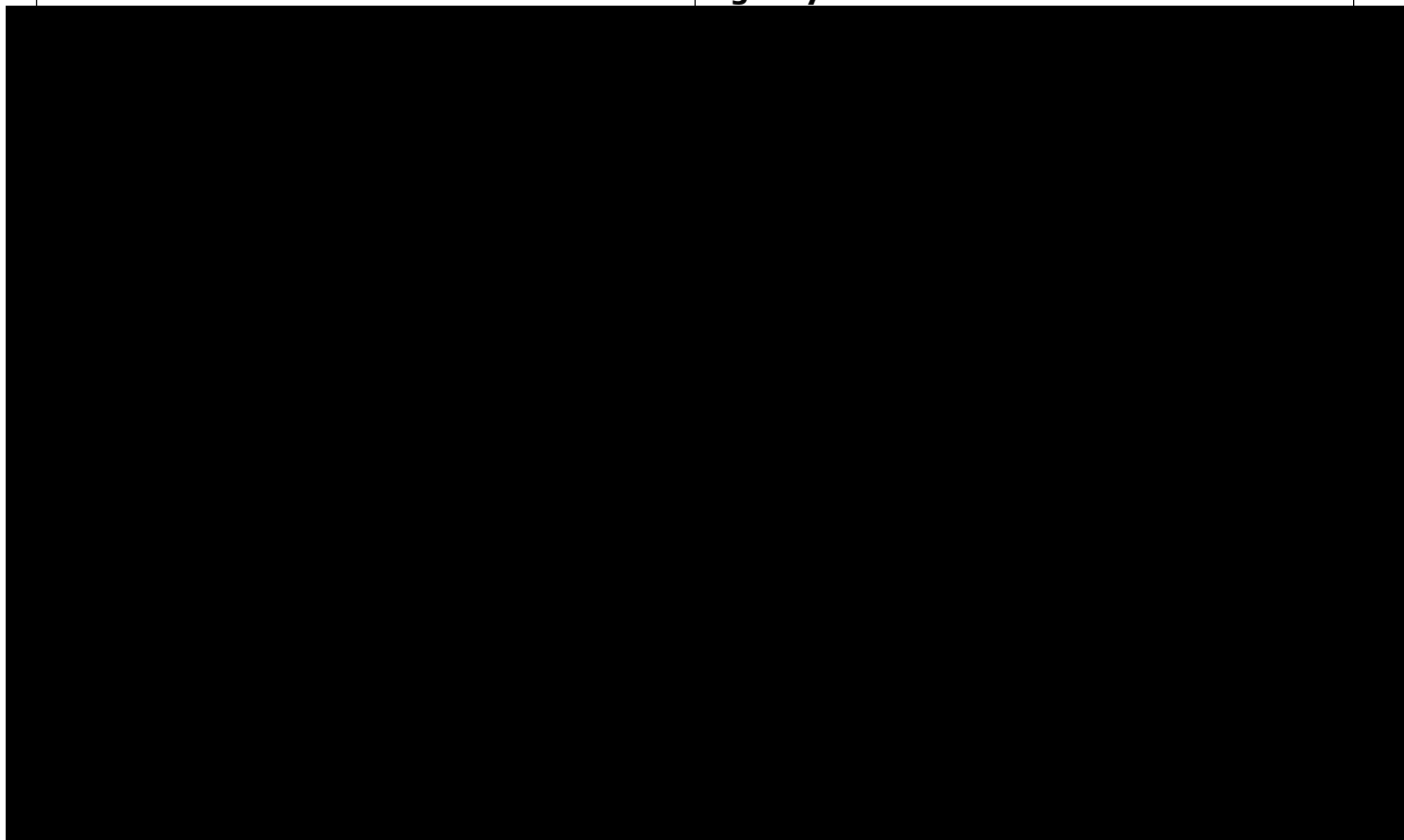
WHEREAS the Customer wishes to have provided the following goods and/or services namely **EA's Nature and Biodiversity Footprint 2025-26 pilot** pursuant to the ESPO Framework Agreement (reference 664\_21 Consultancy Services).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 664\_21 Consultancy Services) and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
  - This Form of Contract
  - The Master Contract Schedule
  - The documents as listed below:
    - C29279 Contract Award decision letter
    - Annex 2: C29279\_ESPO 664\_21 Further Competition - Part A Post Tender\_v0.1
    - Annex 3: Eunomia\_664\_21 Further Competition - C29279 Part B Tender Submission v1.0
    - Appendix B - C29279 Pricing Schedule v3.0
    - Appendix C – Pre-Existing IPR Schedule

**IN WITNESS OF** the hands of the Parties or their duly authorised representatives:

<b>Signed for and on behalf of the Service Provider</b>	<b>Signed for and on behalf of Environment Agency</b>
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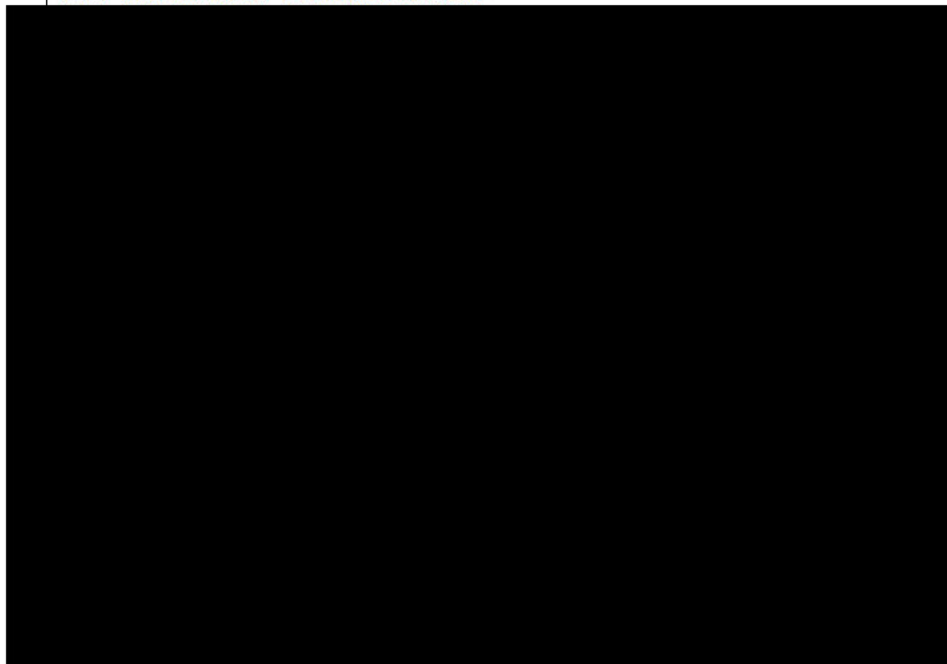


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**This document relates to and forms part of the Call-Off Terms**  
**(Document Reference 664-21)**  
**MASTER CONTRACT SCHEDULE**  
**(ESPO Framework Reference 664-21 Consultancy Services)**

<b>1. TERM</b>
<p><b>Commencement Date:</b> 26 August 2025</p> <p><b>Expiry Date:</b> 31 March 2026</p> <p><b>Extension Period:</b> 1 further period up to a maximum of 8 months. The actual extension period will be subject to confirmation and agreement on Deliverables to be provided in Phase 3.</p>
<b>2. GOODS AND/OR SERVICES REQUIREMENTS</b>
<p><b>Goods required:</b> N/A</p> <p><b>Services and Deliverables required:</b> See Annex 1</p> <p><b>Optional Services required:</b> See Annex 1</p>
<p><b>Performance/Delivery Location/Premises</b></p> <p>The Service Provider premises</p>
<p><b>Standards</b></p> <p><b>Quality Standards</b></p> <p>N/A</p> <p><b>Technical Standards</b></p> <ul style="list-style-type: none"> <li>• Clause 13 of the Framework Agreement</li> <li>• Clause 4 of the Call-Off Terms</li> </ul>
<p><b>Disaster Recovery and Business Continuity</b></p> <p>N/A</p>
<b>3. SERVICE PROVIDER SOLUTION</b>
<p><b>Service Provider Solution</b></p> <p>See Annex 3 - Eunomia_664_21 Further Competition - C29279 Part B Tender Submission v1.0</p>

<b>Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables</b>



<b>Service Provider's inspection of the Premises and Infrastructure (where relevant)</b>

N/A

<b>4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES</b>
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<b>Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)</b>
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See Phase 2 Deliverables in Annex 1 - Requirement

### **Critical Service Failure**

- (i) In relation to the **EA's Nature and Biodiversity Footprint 2025-26 pilot** a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.

### **Monitoring**

The Service Provider will hold the following meetings with the Customer on MS Teams:

- Fortnightly project management meetings to provide updates on progress, discuss key concerns and delivery risk. The estimated duration of these meetings will be 1 hour.
- 4 x 2-hour project steering group meetings

### **Management Information**

Management Information to be provided in accordance with clause 7 of the Call-Off Terms on a monthly basis for each submission. The Q4 applications for payment must be submitted by 18:00 16 March 2026.

## 5. CUSTOMER RESPONSIBILITIES

### Customer's Responsibilities (where appropriate)

- Provide the Phase 1 Report
- Provide access to relevant Environment Agency datasets/extracts of datasets
- Support identification of relevant stakeholders for interviews and provide contact details
- Establish project steering group and arrange and facilitate steering group meetings

### Customer's equipment (where appropriate)

N/A

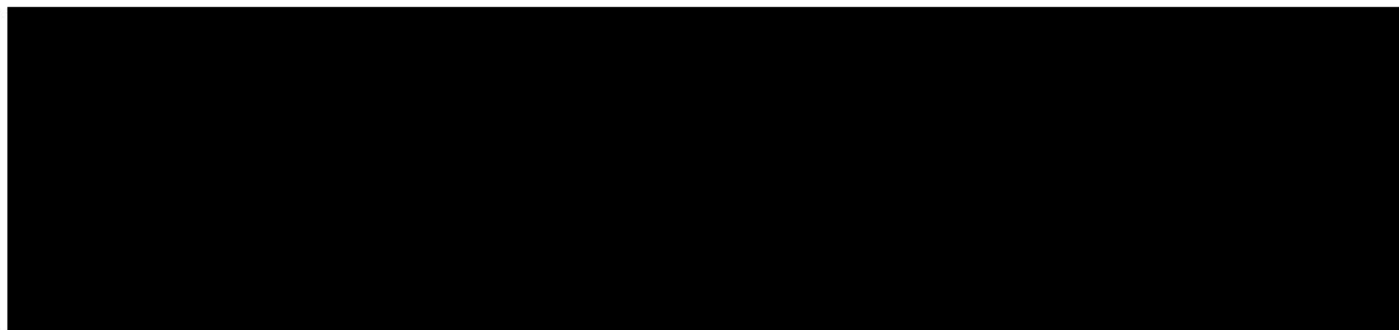
## 6. CHARGES AND PAYMENT

### Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

£55,469.26

## 7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:





## 8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

N/A

## 9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

N/A

### 1. INTRODUCTION

- 1.1 The Service Provider shall comply with any further written instructions with respect to processing by the Customer.
- 1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data.	

### 10. Personal Data under the Joint Control of the Parties

NOT USED

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

1. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] [Customer] [Service Provider] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).

4. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Service Provider] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Service Provider] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] [Customer] [Service Provider] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).
- 13.[ The [Parties] [Customer] [Service Provider] shall be responsible for carrying out a data protection impact assessment in accordance with GDPR Article 35 (Data protection impact assessment) and Article 36 (Prior consultation).]
14. The Parties agree that the [Customer] [Service Provider] shall be the point of contact for Data Subjects.



# **THE CUSTOMER**

**- and -**

# **THE SERVICE PROVIDER**

## **CALL-OFF TERMS**

**relating to**

## **CONSULTANCY SERVICES**

**CONTRACT REF**

**ESPO 664-21**

## **CALL-OFF TERMS**

### **BETWEEN**

- (1) The customer identified in the Form of Contract (the "**Customer**"); and
- (2) The company identified in the Form of Contract (the "**Service Provider**").

### **WHEREAS**

- (A) ESPO selected framework providers, including the Service Provider, to provide Goods and/or Services;
- (B) the Service Provider undertook to provide the Goods and/or Services on the terms set out in a Framework Agreement number 664-21 dated 01/09/2021 (the "Framework Agreement");
- (C) ESPO and the Service Provider have agreed that public sector bodies within the UK may enter into Contracts under the Framework Agreement with the Service Provider for the Service Provider to supply Goods and/or Services;
- (D) The Customer enters into this Contract on the terms hereinafter appearing.

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

<b>"Affiliates"</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Affected Party"</b>	means the party seeking to claim relief in respect of a Force Majeure;
<b>"Approval"</b>	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
<b>"Auditor"</b>	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;
<b>"BCDR Plan"</b>	means any plan relating to business continuity and disaster recovery as referred to in the Master Contract Schedule and/or any other Contract Document;
<b>"Call-off Terms"</b>	means these terms and conditions in respect of the provision of the Goods and/or Services, together with the schedules hereto;

<b>"Change in Law"</b>	means any change in Law or policy which impacts on the supply of the Goods and/or Services and performance of the Call-off Terms which comes into force after the Commencement Date;
<b>"Commencement Date"</b>	means the date set out in the Master Contract Schedule and/or the Form of Contract Document;
<b>"Commercially Sensitive Information"</b>	means the confidential information listed in set out at Schedule 9 of the Framework Agreement (if any) the Master Contract Schedule and/or a Contract Document comprising of commercially sensitive information relating to the Service Provider, its IPR or its business or which the Service Provider has indicated to the Customer that, if disclosed by the Customer, would cause the Service Provider significant commercial disadvantage or material financial loss;
<b>"Confidential Information"</b>	means the Customer's Confidential Information and/or the Service Provider's Confidential Information;
<b>"Continuous Improvement Plan"</b>	means a plan for improving the provision of the Services and/or reducing the charges produced by the Service Provider pursuant to schedule 6 of the Framework Agreement;
<b>"Contract"</b>	means the contract entered into by the Customer and the Service Provider pursuant to Framework Schedule 4 (Ordering Procedure) of the Framework Agreement comprising of the Form of Contract Document, these Call-Off Terms, the schedules hereto, the Master Contract Schedule and any other Contract Document;
<b>"Contract Document"</b>	means all documents listed in the Form of Contract Document and/or within a schedule referred to in the Form of Contract Document;
<b>"Contract Period"</b>	means the period from the Commencement Date to:  a) the Expiry Date; or  b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
<b>"Contract Charges"</b>	means the prices (exclusive of any applicable VAT), payable to the Service Provider by the Customer under the Contract, as set out in the Master Contract Schedule and/or any other Contract Document, for the full and proper performance by the Service Provider of its obligations under the Contract less any Service Credits;

<b>"Contracting Authority"</b>	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Customer;
<b>"Control"</b>	means control as defined in section 1124 Corporation Tax Act 2010 and <b>"Controls"</b> and <b>"Controlled"</b> shall be interpreted accordingly;
<b>"Controller"</b>	shall take the meaning given in the GDPR;
<b>"Conviction"</b>	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.);
<b>"Critical Service Failure"</b>	shall have the meaning given in the Master Contract Schedule and/or any other Contract Document;
<b>"Customer Data"</b>	<p>means:</p> <p>(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, and which:</p> <p>(i) are supplied to the Service Provider by or on behalf of the Customer; or</p> <p>(ii) the Service Provider is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Customer is the Data Controller;</p>
<b>"Customer Pre-Existing IPR"</b>	shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Service Provider of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

<b>"Customer's Premises"</b>	the premises identified in the Master Contract Schedule and/or any other Contract Document and which are to be made available for use by the Service Provider for the provision of the Goods and/or Services on the terms set out in the Contract;
<b>"Customer Responsibilities"</b>	means the responsibilities of the Customer set out in the Master Contract Schedule and/or any other Contract Document;
<b>"Customer Representative"</b>	means the representative appointed by the Customer from time to time in relation to the Contract;
<b>"Customer's Confidential Information"</b>	means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Service Providers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
<b>"Data Loss Event"</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider 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;
<b>"Data Protection Legislation"</b>	means the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Law Enforcement Directive (Directive (EU) 2016/680) (LED) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK including the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy;
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>	shall take the meaning given in the GDPR;
<b>"Data Subject"</b>	shall take the meaning given in the GDPR;
<b>"Data Subject Access Request"</b>	means 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;

<b>"Default"</b>	means any breach of the obligations of the Service Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider or Service Provider's Staff in connection with or in relation to the subject-matter of the Contract and in respect of which the Service Provider is liable to the Customer;
<b>"Delay Payments"</b>	means the amounts set out or amounts calculated in accordance with the formula set out in the Master Contract Schedule and/or any other Contract Document;
<b>"Deliverables"</b>	means those deliverables listed in the Master Contract Schedule and/or any other Contract Document (if any);
<b>"Delivery"</b>	means the time at which the Goods and/or Services have been installed by the Service Provider and the Customer has issued the Service Provider with confirmation in respect thereof and <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Dispute Resolution Procedure"</b>	means the dispute resolution procedure set out in clause 41.2;
<b>"DPA 2018"</b>	means Data Protection Act 2018;
<b>"Employment Checks"</b>	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;
<b>"Environmental Information Regulations"</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>"Equality Legislation"</b>	means the Equality Act 2010, the Human Rights Act 1998 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws;

<b>"Equipment"</b>	means the Service Provider's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Service Provider (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract which, for the avoidance of doubt does not include the Goods and/or Services;
<b>"ESPO"</b>	means Leicestershire County Council, acting in its capacity as servicing authority to a joint committee known as ESPO, established under the Local Government Act 1972 (section 101 (5) and section 102) and section 9EB of the Local Government Act 2000, whose place of business is at of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES;
<b>"Expiry Date"</b>	means the date set out in the Master Contract Schedule and/or any other Contract Document;
<b>"Form of Contract"</b>	means the document in the form set out at Schedule 3 of the Framework Agreement signed by the Customer and the Service Provider and which lists all of the Contract Documents;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;



**"Force Majeure"**

means any event, occurrence or cause affecting the performance by either the Customer or the Service Provider of its obligations arising from:

- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
- b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of government, local government or Regulatory Bodies;
- d) fire, flood or any disaster acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
  - i) any industrial dispute relating to the Service Provider, the Service Provider's Staff or any other failure in the Service Provider or the Sub-Contractor's supply chain; and
  - ii) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;

**"GDPR"**

means the General Data Protection Regulation (Regulation (EU) 2016/679;

**"Good Industry Practice"**

means 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;

**"Goods and/or Services"**

means the goods and/or services to be supplied as specified in the Form of Contract, Master Contract Schedule and/or any other Contract Document;

**"Guarantee Period"**

means the period for each item as stated in the Service Provider's Tender;

<b>"Holding Company"</b>	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
<b>"Implementation Plan"</b>	means the plan referred to in the Master Contract Schedule and/or any other Contract Document produced and updated in accordance with Schedule 2;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Initial Term"</b>	the period commencing on the Commencement Date and ending on the Expiry Date;
<b>"Intellectual Property Rights" or "IPRs"</b>	<p>means:</p> <ul style="list-style-type: none"><li>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and, moral rights and other similar rights or obligations;</li><li>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</li><li>c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;</li></ul>
<b>ITT Response</b>	means the response submitted by the Service Provider to the Invitation to Tender issued by the Customer on 20/06/2025;
<b>"Key Personnel"</b>	means the individuals (if any) identified in the Master Contract Schedule and/or any other Contract Document;
<b>"Know-How"</b>	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the Service Provider's or the Customer's possession before the Commencement Date;

<b>"Law"</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply;
<b>"LED"</b>	means Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Management Information"</b>	means the management information specified in Framework Schedule 7 (Management Information Requirements);
<b>"Master Contract Schedule"</b>	means the schedule attached to the Form of Contract at Schedule 3 of the Framework Agreement;
<b>"Milestone"</b>	means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan;
<b>"Milestone Date"</b>	means the date set against the relevant Milestone in the Implementation Plan;
<b>"Mirror Framework"</b>	means any framework agreement entered into by the Service Provider and a company owned by ESPO;
<b>"Month"</b>	means calendar month and "monthly" shall be interpreted accordingly;
<b>"Normal Business Hours"</b>	means 8.00 am to 6.00 pm local UK time, each Working Day;
<b>"Parent Company"</b>	means any company which is the ultimate Holding Company of the Service Provider and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged by the same or similar business to the Service Provider;
<b>"Party"</b>	means the Service Provider or the Customer and <b>"Parties"</b> shall mean both of them;
<b>"Personal Data"</b>	shall take the meaning given in the GDPR;
<b>"Personal Data Breach"</b>	shall take the meaning given in the GDPR;
<b>"Premises"</b>	means the location where the Services are to be provided and/or the Goods are to be supplied, as set out in the Master Contract Schedule and/or any other Contract Document;
<b>"Processor"</b>	shall take the meaning given in the GDPR;

## **"Prohibited Act"**

Means:

a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or ESPO a financial or other advantage to:

i) induce that person to perform improperly a relevant function or activity; or

ii) reward that person for improper performance of a relevant function or activity; or

b) committing any offence:

i) under the Bribery Act 2010;

ii) under legislation creating offences concerning fraudulent acts;

iii) at common law concerning fraudulent acts relating to the Contract or any other contract with ESPO and/or Customer and/or any other contracting body; or

iv) involving slavery or human trafficking; or

c) defrauding, attempting to defraud or conspiring to defraud ESPO and/or the Customer or any other contracting body.

## **"Project Specific IPRs"**

means:

(a) IPRs in the Services, Deliverables and/or Goods provided by the Service Provider (or by a third party on behalf of the Service Provider) specifically for the purposes of the Contract and all updates and amendments of these items created during the Contract Period; and/or

(b) IPRs arising as a result of the provision of the Services, Deliverables and/or Goods by the Service Provider (or by a third party on behalf of the Service Provider) under the Contract,

## **"Property"**

means the property, other than real property and IPR, issued or made available to the Service Provider by the Customer in connection with the Contract;

<b>"Protective Measures"</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
<b>"Public Contracts Directive"</b>	means Directive 2014/24/EU of the European Parliament and of the Council;
<b>"Quality Standards"</b>	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Master Contract Schedule and/or any other Contract Document) and any other applicable quality standards, Government codes of practice and guidance;
<b>"Regulated Activity"</b>	means any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 (Children) or Part 2 (Vulnerable Adults) of the Safeguarding Vulnerable Groups Act 2006;
<b>"Regulatory Bodies"</b>	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;
<b>"Related Service Provider"</b>	means any person who provides services to the Customer which are related to the Services from time to time;
<b>"Replacement Service Provider"</b>	any third party Service Provider of Replacement Services appointed by the Customer from time to time;
<b>"Replacement Service"</b>	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of the Contract, whether those services are provided by the Customer internally and/or by any third party;

<b>"Request for Information"</b>	means a request for information or an apparent request relating to the Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
<b>"Service Credits"</b>	means the sums referred to or sums calculated in accordance with Schedule 1 being payable by the Service Provider in respect of any failure by the Service Provider to meet one or more Service Levels;
<b>"Service Levels"</b>	means any service levels applicable to the provision of the Services as referred to Schedule 1;
<b>"Service Provider"</b>	means the person, firm or company with whom the Customer enters into the Contract as identified in the Form of Contract;
<b>"Service Provider Personnel"</b>	means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract;
<b>"Service Provider Pre-Existing IPR"</b>	shall mean any Intellectual Property Rights vested in or licensed to the Service Provider prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
<b>"Service Provider's Representative"</b>	means the representative appointed by the Service Provider from time to time in relation to the Contract;
<b>"Service Provider Solution"</b>	means the Service Provider's solution for the provision of the Goods and/or Services as referred to in the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
<b>"Service Provider's Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Service Providers of the Service Provider, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
<b>"Services"</b>	means the services to be supplied as referred to in the Form of Contract, the Master Contract Schedule and the Contract Documents;

<b>"Sites"</b>	means any premises from which the Services are provided or from which the Service Provider manages, organises or otherwise directs the provision or the use of the Services;
<b>"Specification"</b>	means the specification in the Lots at Framework Schedule 1 (Goods and/or Services);
<b>"Staff"</b>	means all persons employed by the Service Provider and/or any Sub-Contractor to perform its obligations under the Contract together with the Service Provider's and/or any Sub-Contractor's servants, consultants, agents, Service Providers and Sub-Contractors used in the performance of its obligations under the Contract;
<b>"Sub-Contract"</b>	means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods and/or Services or any part thereof or facilities, goods or services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the Goods and/or Services or any part thereof;
<b>"Sub-Contractor"</b>	means the third party with whom the Service Provider enters into a Sub-Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
<b>"Sub-processor"</b>	means any third party appointed to process Personal Data on behalf of the Service Provider related to this Contract;
<b>"Technical Standards"</b>	means the technical standards set out in the Framework Agreement and if applicable the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
<b>"Tender"</b>	means the tender submitted by the Service Provider to the Customer in response to the Customer's invitation to Service Providers for formal offers to supply it with the Goods and/or Services pursuant to the Framework Agreement;
<b>"Term"</b>	the period of the Initial Term as may be varied by:  (a) any extensions to this Contract which are agreed pursuant to clause 3; or  (b) the earlier termination of this Contract in accordance with its terms;
<b>"TFEU"</b>	means the Treaty on the Functioning of the European Union (OJ No. C 115);



<b>"Transferring Goods"</b>	means goods comprised in the Goods and/or Services, title to which transfers between the Parties in accordance with clause 4.6.1;
<b>"Treaties"</b>	means the Treaty of the European Union (OJ No. C 115) and TFEU;
<b>"Undelivered Goods and/or Services "</b>	shall have the meaning given in clause 4.5.7;
<b>"Valid Invoice"</b>	means an invoice issued by the Service Provider to the Customer that complies with clause 10.2.2;
<b>"Variation"</b>	has the meaning given to it in clause 31;
<b>"Variation Procedure"</b>	means the procedure set out in clause 31;
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
<b>"Working Day"</b>	means any day other than a Saturday or Sunday or public holiday in England and Wales.

## 1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the schedules;
- 1.2.6 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "clauses" and "schedules" are, unless otherwise provided, references to the clauses of and schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the schedule in which the references are made;
- 1.2.9 terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in clause 1 shall be interpreted in accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;
- 1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.11 in the event of and only to the extent of any conflict between the Master Contract Schedule, these Call-Off Terms, any other Contract Document any document referred to in the clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
  - 1.2.11.1 the Framework Agreement;
  - 1.2.11.2 these Call-Off Terms;
  - 1.2.11.3 the Master Contract Schedule; and
  - 1.2.11.4 any other Contract Document or document referred to in these Call-Off Terms.

## **2. DUE DILIGENCE**

- 2.1 The Service Provider acknowledges that it:
  - 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;
  - 2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and
  - 2.1.3 has entered into this Contract in reliance on its own due diligence alone.
- 2.2 The Customer hereby confirms that it has all requisite authority to enter into the Contract.

### **3. CONTRACT PERIOD**

- 3.1 This Contract shall take effect on the Commencement Date and shall continue for the Term.
- 3.2 The Customer may extend this Contract beyond the Initial Term by a further period or periods as stated in the Master Contract Schedule (Extension Period). If the Customer wishes to extend this Contract, it shall give the Service Provider three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.3 If the Customer gives such notice then the Term shall be extended by the period set out in the notice.
- 3.4 If the Customer does not wish to extend this Contract beyond the Initial Term this Contract shall expire on the expiry of the Initial Term and the provisions of clause 18 shall apply.

### **4. SUPPLY OF GOODS AND/OR SERVICES**

#### **4.1 Supply of the Goods and/or Services**

- 4.1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan.
- 4.1.2 The Service Provider shall supply the Goods and/or Services during the Contract Period in accordance with the Customer's requirements as set out in this Contract in consideration for the payment of the Contact Charges. The Customer may inspect and examine the manner in which the Service Provider supplies the Goods and/or Services at the Premises during Normal Business Hours on reasonable notice.
- 4.1.3 If the Customer informs the Service Provider in writing that the Customer reasonably believes that any part of the Goods and/or Services does not meet the requirements of the Contract or differs in any way from those requirements, the Service Provider shall at its own expense re-schedule and carry out the Goods and/or Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.
- 4.1.4 The Service Provider accepts responsibility for all damage to, shortage or loss of the Ordered Goods if:
  - 4.1.4.1 the same is notified in writing to the Service Provider within three (3) Working Days of receipt of the Ordered Goods by the Customer; and
  - 4.1.4.2 the Ordered Goods have been handled by the Customer in accordance with the Service Provider's instructions.

- 4.1.5 Where the Service Provider accepts responsibility under clause 4.1.4 it shall, at its sole option, replace or repair the Ordered Goods (or part thereof) which have been proven, to the Service Provider's reasonable satisfaction, to have been lost or damaged in transit.
- 4.1.6 The Service Provider agrees that the Customer relies on the skill and judgment of the Service Provider in the supply of the Goods and/or Services and the performance of its obligations under the Contract.

## **4.2 Provision and Removal of Equipment**

- 4.2.1 Unless otherwise stated in the Master Contract Document and/or any other Contract Document, the Service Provider shall provide all the Equipment necessary for the supply of the Goods and/or the Services.
- 4.2.2 The Service Provider shall not deliver any Equipment nor begin any work on the Premises without obtaining Approval.
- 4.2.3 All Equipment brought onto the Premises shall be at the Service Provider's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Service Provider is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Service Provider shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Service Provider's sole cost. Unless otherwise stated in the Contract, Equipment brought onto the Premises will remain the property of the Service Provider.
- 4.2.4 The Service Provider shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 4.2.5 The Service Provider shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
  - 4.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and
  - 4.2.5.2 replace such item with a suitable substitute item of Equipment.
- 4.2.6 Upon termination or expiry of the Contract, the Service Provider shall remove the Equipment together with any other materials used by the Service Provider to supply the Goods and/or Services and shall leave the Premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or Service Provider's Staff.

## 4.3 Quality

- 4.3.1 The Service Provider shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Service Provider shall agree the relevant standard for the provision of the Goods and/or Services with the Customer prior to the supply of the Goods and/or Services commencing and in any event, the Service Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 4.3.2 The Service Provider shall ensure that the Staff shall at all times during the Contract Period:
  - 4.3.2.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Goods and/or Services;
  - 4.3.2.2 obey all lawful instructions and reasonable directions of the Customer and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
  - 4.3.2.3 apply all due skill, care, diligence and are appropriately experienced, qualified and trained.
- 4.3.3 The Service Provider shall without prejudice to clause 4.1.4 above perform its obligations under the Contract in a timely manner.
- 4.3.4 The Service Provider shall supply the Goods and/or Services and, where relevant, install the Goods in accordance with the Specification in the Framework Agreement (if any) (as a minimum), the Master Contract Schedule and/or any other Contract Document and in accordance with all applicable Laws, including but not limited to, any obligation implied by sections 12, 13 and 14 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982.
- 4.3.5 The Service Provider shall at all times during the Contract Period ensure that:
  - 4.3.5.1 the Goods and/or Services conform in all respects with the specifications set out in the Master Contract Schedule and/or any other Contract Document and/or where applicable the Framework Agreement;
  - 4.3.5.2 the Goods and/or Services operate in accordance with the relevant technical specifications and correspond with all requirements set out in the Master Contract Schedule and/or any other Contract Document;

- 4.3.5.3 the Goods and/or Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
- 4.3.5.4 the Goods are free from defects in design and workmanship and are fit for the purpose that such Goods are ordinarily used for and for any particular purpose made known to the Service Provider by the Customer; and
- 4.3.5.5 the Goods and/or Services are supplied in accordance with the Service Provider Solution.

#### **4.4 Delivery (Goods only)**

- 4.4.1 Without prejudice to the content of clause 4.5 (Delivery) the Service Provider shall make delivery of the Goods specified in the Master Contract Schedule and/or any other Contract Document at the times and in the manner stated therein and as a minimum meet the requirements stated in the Response to the ITT. Delivery shall be at no cost to the Customer and shall be at the sole risk of the Service Provider.
- 4.4.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.4.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

#### **4.5 Delivery**

- 4.5.1 The Service Provider shall Deliver the Goods and provide the Services in accordance with the Implementation Plan and Milestones.
- 4.5.2 The issue by the Customer of a receipt note for delivered Equipment shall not constitute any acknowledgement of the condition, quantity or nature of that Equipment.
- 4.5.3 Time of delivery in relation to commencing and/or supplying the Goods and/or Services shall be of the essence and if the Service Provider fails to deliver the Goods and/or Services within the time specified in accordance with clause 4.1.1 and/or the Master Contract Schedule and/or any other Contract Document and without prior written Approval, the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 4.5.4 Except where otherwise provided in the Contract, the Goods shall be installed and the Services provided by the Staff or the Sub-Contractors

at such place or places as set out in the Master Contract Schedule and/or any other Contract Document.

- 4.5.5 Where the Goods are delivered by the Service Provider, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. Where the Goods are collected by the Customer, the point of delivery shall be when the Goods are loaded on the Customer's vehicle.
- 4.5.6 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods and/or Services by the Staff or the Service Provider's Service Providers or carriers at such place as the Customer or duly authorised person shall reasonably direct.
- 4.5.7 In the event that not all of the Goods and/or Services are Delivered by the relevant Milestone Dates specified in the Implementation Plan ("**Undelivered Goods and/or Services**") then the Customer shall be entitled to withhold payment of the Contract Charges for any Goods and/or Services that were not Delivered in accordance with the corresponding Milestone Date until such time as the Undelivered Goods and/or Services are Delivered.
- 4.5.8 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity specified in the Master Contract Schedule and/or any other Contract Document. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Service Provider to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Service Provider for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Service Provider.

#### 4.6 Ownership and Risk

- 4.6.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.6.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

#### 4.7 Guarantee

The Service Provider hereby guarantees the Transferring Goods for the Guarantee Period against faulty materials and workmanship. If the Customer shall within such Guarantee Period or within twenty five (25) Working Days



thereafter give notice in writing to the Service Provider of any defect in any of the Transferring Goods as may have arisen during such Guarantee Period under proper and normal use, the Service Provider shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.

## **5. ASSISTANCE ON EXPIRY OR TERMINATION**

- 5.1 In the event that the Contract expires or is terminated, the Service Provider shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Service Provider.

## **6. DISASTER RECOVERY AND BUSINESS CONTINUITY**

- 6.1 The Service Provider will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Service Provider's organisation, delivery of the Goods and/or Services to the Customer is subject to a minimum of disruption.

## **7. MONITORING OF CONTRACT PERFORMANCE**

- 7.1 The Service Provider shall comply with the monitoring arrangements referred to in the Master Contract Schedule and/or any other Contract Document including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Contract.
- 7.2 Where requested by the Customer, the Service Provider shall supply the Management Information to the Customer in the form and periodically as specified in the Master Contract Schedule.

## **8. DISRUPTION**

- 8.1 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 8.2 The Service Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Service Provider's own employees or others, which affects or might affect the Service Provider's ability at any time to perform its obligations under the Contract.
- 8.3 In the event of industrial action by the Staff, the Service Provider shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under the Contract.
- 8.4 If the Service Provider's proposals referred to in clause 8.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.

- 8.5 If the Service Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Service Provider as a direct result of such disruption.

## **9. SERVICE LEVELS AND REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES OR PROVISION OF THE GOODS**

9.1 NOT USED

9.2 NOT USED

9.3 Without prejudice to any other right or remedy which the Customer may have, if any Goods and/or Services are not supplied in accordance with, or the Service Provider fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:

- 9.3.1 at the Customer's option, give the Service Provider the opportunity at the Service Provider's expense to either remedy any defect in the Goods and/or failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
- 9.3.2 reject the Goods (in whole or in part) and require the Service Provider to remove the Goods (in whole or in part) at the risk and cost of the Service Provider on the basis that a full refund for the Goods so rejected shall be paid to the Customer forthwith by the Service Provider;
- 9.3.3 refuse to accept any further Goods and/or Services to be Delivered but without any liability to the Customer;
- 9.3.4 if the Master Contract Schedule and/or any other Contract Documents provide for the payment of Delay Payments, then the Service Provider shall pay such amounts (calculated in accordance with the Master Contract Schedule and/or any other Contract Document) on demand. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is met;
- 9.3.5 carry out at the Service Provider's expense any work necessary to make the Goods and/or Services comply with the Contract;
- 9.3.6 without terminating the Contract, itself supply or procure the supply of all or part of the Goods and/or Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the

Customer that the Service Provider will once more be able to supply all or such part of the Goods and/or Services in accordance with the Contract;

- 9.3.7 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and/or Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and/or Services; and/or
- 9.3.8 charge the Service Provider for and the Service Provider shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Goods and/or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.

#### **9.4 In the event that the Service Provider:**

- 9.4.1 fails to comply with clause 9.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
  - 9.4.2 persistently fails to comply with clause 9.3 above,
- the Customer may terminate the Contract with immediate effect by giving the Service Provider notice in writing.

## **10. PAYMENT AND CONTRACT CHARGES**

### **10.1 Contract Charges**

- 10.1.1 In consideration of the Service Provider's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with clause 10.2 (Payment and VAT).
- 10.1.2 The Customer shall, in addition to the Contract Charges and following delivery by the Service Provider of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with the Contract.
- 10.1.3 If at any time during the Contract Period the Service Provider reduces its rates of Charges for any Goods and/or Services which is provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Service Provider shall immediately reduce

the Contract Price for such Goods and/or Services under the Contract by the same amount.

10.1.4 The benefit of any work being done pursuant to the provisions of Schedule 6 (Value for Money) of the Framework Agreement which is specifically commissioned from the Service Provider by another contracting body at any time prior to or during the Contract Period to reduce costs or to improve the quality or efficiency of the Goods and/or Services or to facilitate their delivery shall be offered by the Service Provider to the Customer at no charge.

10.1.5 The Parties acknowledge that the Service Provider is required to pay to ESPO and, where relevant, the Trading Company a retrospective rebate based on the value of each call-off contract at a percentage agreed in the Framework Agreement.

## 10.2 **Payment and VAT**

10.2.1 Where the Service Provider submits an invoice to the Customer, the Customer will consider and verify that invoice in a timely fashion.

10.2.2 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods supplied and/or the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice. The Customer shall accept and process for payment an electronic invoice submitted for payment by the Service Provider where the invoice is undisputed and where it complies with the following standard on electronic invoicing: the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

10.2.3 The Customer shall pay the Service Provider any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.

10.2.4 Where the Customer fails to comply with clause 10.2.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 10.2.2 after a reasonable time has passed.

10.2.5 Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:

- (a) provisions having the same effect as clauses 11.2.1 – 11.2.3 of this Contract; and
- (b) a provision requiring the counterparty to that Sub-Contract to include any Sub-Contract which it awards provisions have the same effect as clauses 11.1.1 – 11.1.4 of this Contract.

For the purposes of this sub clause 10.2.5 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or part of this Contract.

- 10.2.6 The Service Provider shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this clause 10.2.6 shall be paid by the Service Provider to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 10.2.7 The Service Provider shall not suspend the supply of the Services and/or Goods (as applicable) unless the Service Provider is entitled to terminate the Contract under clause 18 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at 3% above the Bank of England base rate.

### **10.3 Recovery of Sums Due**

- 10.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Customer.
- 10.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 10.3.3 The Service Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Service Provider.
- 10.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

## **10.4 Euro**

- 10.4.1 Any requirement of Law to account for the Goods and/or Services in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Service Provider free of charge to the Customer.
- 10.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause 10.4.1 by the Service Provider.

## **11. KEY PERSONNEL**

- 11.1 The Parties have agreed to the appointment of the Key Personnel. The Service Provider shall and shall procure that any Sub-Contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.
- 11.2 The Service Provider shall provide the Customer with at least one (1) Month's written notice of its intention to replace any member of Key Personnel.
- 11.3 The Customer shall not unreasonably delay or withhold its Approval to the removal or appointment of a replacement for any relevant Key Personnel by the Service Provider or Sub-Contractor.
- 11.4 The Service Provider acknowledges that the persons designated as Key Personnel from time to time are essential to the proper provision of the Goods and/or Services to the Customer. The Service Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 11.5 The Customer may also require the Service Provider to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

## **12. SERVICE PROVIDER'S STAFF**

- 12.1 The Customer may, by written notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:
  - 12.1.1 any member of the Staff; or
  - 12.1.2 any person employed or engaged by any member of the Staff,whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.
- 12.2 At the Customer's written request, the Service Provider shall provide a list of the names and addresses of all persons who may require admission to the Customer's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

- 12.3 Staff engaged within the boundaries of the Customer's Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Customer's Premises.
- 12.4 If the Service Provider fails to comply with clause 12.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 12.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Service Provider and Staff have failed to comply with clause 12.2 shall be final and conclusive.

### **Children and Vulnerable Adults**

- 12.6 Where the provision of the Goods and/or Services requires any of the Service Provider's employees or volunteers to work in a Regulated Activity with children and/or vulnerable adults, the Service Provider will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's Barred List relating to the protection of children.
- 12.7 The Service Provider will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity.
- 12.8 The Service Provider will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks are renewed every three years.
- 12.9 The Service Provider will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify the Customer immediately of any decision to employ such a person in any role connected with this Contract or any other agreement or arrangement with the Customer.
- 12.10 Where the provision of the Goods and/or Services does not require any of the Service Provider's employees or volunteers to work in a Regulated Activity but where the Service Provider's employees or volunteers may nonetheless have contact with children and/or vulnerable adults the Service Provider will in respect of such employees and volunteers:
  - a) carry out Employment Checks; and
  - b) carry out such other checks as may be required by the Disclosure & Barring Service from time to time through the Contract Period.
- 12.11 Where the principle obligation of the Service Provider is to effect delivery of goods to a site and does not require any element of on-site working including installation

and commissioning of Goods in a private dwelling, neither the Service Provider nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises. The Service Provider shall ensure that those engaged in undertaking the duties under this contract, including employees, servants, agents and others are of suitable standing and good character and provide them with copies of the Specification and secure their written acknowledgement of receipt and understanding.

### **13. STAFFING SECURITY**

- 13.1 The Service Provider shall comply with the Customer's staff vetting procedures (where provided to the Service Provider) in respect of all Service Provider Staff employed or engaged in the provision of the Goods and/or Services. The Service Provider confirms that all Staff employed or engaged by the Service Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Customer's staff vetting procedures.
- 13.2 The Service Provider shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Goods and/or Services to ensure compliance with the Customer's staff vetting procedures.

### **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 Save as granted under this Contract, neither the Customer nor the Service Provider shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- 14.2 The Service Provider shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Service Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 14.3 With respect to the Service Providers obligations under the Contract, the Service Provider warrants and represents that:
  - 14.3.1 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this Contract;
  - 14.3.2 it has and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by the Customer;
- 14.4 The Service Provider shall during and after the Contract Period of the Contract indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, suits, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages and any other liabilities whatsoever arising from, out of, in respect of or incurred by reason of any infringement or alleged infringement (including



the defence of such alleged infringement) of any Intellectual Property Right by the:

- 14.4.1 availability, provision or use of the Goods and/or Services (or any parts thereof); and
  - 14.4.2 performance of the Service Provider's responsibilities and obligations hereunder.
- 14.5 The Service Provider shall promptly notify the Customer if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Goods and/or Services (or any parts thereof) and/or the performance of the Service Provider's responsibilities and obligations hereunder.
- 14.6 If a claim or demand is made or action brought to which clause 14.3 and/or 14.4 may apply, or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may at its own expense and within a reasonable time either:
- 14.6.1 modify any or all of the affected Goods and/or Services without reducing the performance and functionality of the same, or substitute alternative goods and/or services of equivalent performance and functionality for any or all of the affected Goods and/or Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted goods and/or services; or
  - 14.6.2 procure a licence to use the Goods and/or Services on terms that are reasonably acceptable to the Customer; and
  - 14.6.3 in relation to the performance of the Service Provider's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.
- 14.7 Customer Data**
- 14.7.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
  - 14.7.2 The Service Provider shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Service Provider of its obligations under the Contract or as otherwise expressly Approved by the Customer.
  - 14.7.3 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.

- 14.7.4 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 14.7.5 The Service Provider shall ensure that any system on which the Service Provider holds any Customer Data, including back-up data, is a secure system that complies with the security policy reasonably requested by the Customer.
- 14.7.6 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Customer may:
  - 14.7.6.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with any BCDR Plan and the Service Provider shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or
  - 14.7.6.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any BCDR Plan.
- 14.7.7 If at any time the Service Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Customer immediately and inform the Customer of the remedial action the Service Provider proposes to take.

## **14.8 Protection of Personal Data**

- 14.8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, where the Customer has completed the second column of the table in section 9 of the Master Contract Schedule to specify the processing of Personal Data it requires the Service Provider to perform, the Customer is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in section 9 of the Master Contract Schedule by the Customer and may not be determined by the Service Provider.
- 14.8.2 The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 14.8.3 The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact

Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

- 14.8.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 14.8.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Goods and/or Services;
  - 14.8.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 14.8.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.8.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 14.8.4.1 process that Personal Data only in accordance with section 9 of the Master Contract Schedule, unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - 14.8.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - 14.8.4.3 ensure that:
    - (v) the Service Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular section 9 of the Master Contract Schedule);
    - (vi) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel (including any sub-processors or third-party processors) who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Service Provider's duties under this clause;

- (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

14.8.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) (the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and

14.8.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Service Provider is required by Law to retain the Personal Data.

14.8.5 Subject to clause 15.8.6, the Service Provider shall notify the Customer immediately if it:

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

- 14.8.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 14.8.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 14.8.5.6 becomes aware of a Data Loss Event.
- 14.8.6 The Service Provider's obligation to notify under clause 15.8.5 shall include the provision of further information to the Customer in phases, as details become available.
- 14.8.7 Taking into account the nature of all processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.8.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
  - 14.8.7.1 the Customer with full details and copies of the complaint, communication or request;
  - 14.8.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - 14.8.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 14.8.7.4 assistance as requested by the Customer following any Data Loss Event;
  - 14.8.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 14.8.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
  - 14.8.8.1 the Customer determines that the processing is not occasional;
  - 14.8.8.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR

or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

- 14.8.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.8.9 The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 14.8.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 14.8.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:
  - 14.8.11.1 notify the Customer in writing of the intended Sub-processor and processing;
  - 14.8.11.2 obtain the written consent of the Customer;
  - 14.8.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 15.8 such that they apply to the Sub-processor; and
  - 14.8.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 14.8.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 14.8.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 14.8.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## 14.9 Security of Premises

- 14.9.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.

- 14.9.2 The Customer shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request an opportunity to inspect its physical security arrangements.

#### 14.10 Confidentiality

- 14.10.1 Except to the extent set out in this clause 15.10 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 14.10.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
  - 14.10.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 14.10.2 Clause 15.10.1 shall not apply to the extent that:
- 14.10.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 14.11 (Freedom of Information);
  - 14.10.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 14.10.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 14.10.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
  - 14.10.2.5 it is independently developed without access to the other Party's Confidential Information.
- 14.10.3 The Service Provider may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Goods and/or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 14.10.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 14.10.5 At the written request of the Customer, the Service Provider shall procure that those members of Staff identified in the Customer's notice

sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

- 14.10.6 In the event that any default, act or omission of any Staff causes or contributes (or could cause or contribute) to the Service Provider breaching its obligations as to confidentiality under or in connection with this Contract, the Service Provider shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Staff, the Service Provider shall provide such evidence to the Customer as the Customer may reasonably require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings to demonstrate that the Service Provider is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Staff, and any minutes of meeting and any other records which provide an audit trail of any discussions or exchanges with Staff in connection with obligations as to confidentiality.
- 14.10.7 Nothing in this Contract shall prevent the Customer from disclosing the Service Provider's Confidential Information (including the Management Information obtained under clause 7.2):
- 14.10.7.1 to any Contracting Authority. All Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority;
  - 14.10.7.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;
  - 14.10.7.3 for the purpose of the examination and certification of the Customer's accounts; or
  - 14.10.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 14.10.8 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Service Provider's Confidential Information is disclosed pursuant to clause 15.10.7 is made aware of the Customer's obligations of confidentiality.
- 14.10.9 Nothing in this clause 15.10 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use



does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

14.10.10 In the event that the Service Provider fails to comply with clause 15.10.1 to clause 15.10.6, the Customer reserves the right to terminate the Contract with immediate effect by notice in writing.

14.10.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Service Provider undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

#### **14.11 Freedom of Information**

14.11.1 The Service Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

14.11.2 The Service Provider shall and shall procure that its Sub-Contractors shall:

14.11.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

14.11.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

14.11.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

14.11.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

14.11.4 In no event shall the Service Provider respond directly to a Request for Information unless authorised in writing to do so by the Customer.

14.11.5 The Service Provider acknowledges that (notwithstanding the provisions of clause 14.10) the Customer may, acting in accordance

with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Goods and/or Services:

14.11.5.1 in certain circumstances without consulting the Service Provider; or

14.11.5.2 following consultation with the Service Provider and having taken their views into account,

provided always that where clause 14.11.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

14.11.6 The Service Provider shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.

14.11.7 The Service Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with clause 14.11.5.

## 14.12 Transparency

14.12.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

14.12.2 Notwithstanding any other term of the Contract, the Service Provider hereby gives his consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.

14.12.3 The Customer may consult with the Service Provider to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

14.12.4 The Service Provider shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

## **15. WARRANTIES AND REPRESENTATIONS**

15.1 The Service Provider warrants, represents and undertakes to the Customer that:

- 15.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
- 15.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 15.1.3 in entering the Contract it has not committed any Fraud;
- 15.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 15.1.5 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
- 15.1.6 as at the Commencement Date, all information, statements and representations contained in the Tender for the Goods and/or Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;
- 15.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 15.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 15.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 15.1.10 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect;

- 15.1.11 at the Commencement Date it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
  - 15.1.12 at the Commencement Date it has not: (1) communicated to any person other than the Customer the amount or approximate amount of the proposed price tendered in any Further Competition Procedure, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender; (2) entered into any agreement or arrangement with any person that it shall refrain from tendering or as to the amount of any tender submitted in any Further Competition Procedure; or (3) offered to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to the proposed price tendered in any Further Competition Procedure any act or thing of the sort described in this clause 15.1.12. In the context of this clause 15.1.12 the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.
- 15.2 The Service Provider warrants represents and undertakes to the Customer that:
- 15.2.1 the Goods and/or Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
  - 15.2.2 it shall discharge its obligations hereunder (including the provision of the Goods and/or Services) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;
  - 15.2.3 the Goods and/or Services are and will continue to be during the Contract Period:
    - 15.2.3.1 of satisfactory quality; and
    - 15.2.3.2 in conformance with the relevant specifications set out in this Contract, the relevant order and (if applicable) the manufacturer's specifications and documentation;
  - 15.2.4 in the three (3) Years prior to the Commencement Date:
    - 15.2.4.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and

- 15.2.4.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
  - 15.2.4.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract; and
  - 15.2.4.4 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.
- 15.3 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Service Provider.
- 15.4 The Service Provider acknowledges and agrees that:
- 15.4.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and
  - 15.4.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

## **16. LIABILITIES**

### **16.1 Liability**

- 16.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
  - 16.1.1.1 death or personal injury caused by its negligence or that of its Staff;
  - 16.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;
  - 16.1.1.3 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
  - 16.1.1.4 any claim under clause 15.1;
  - 16.1.1.5 any claim under the indemnity in clauses 10.2.6, 14.4, in respect of a breach of clause 14.10; or
  - 16.1.1.6 any other matter which, by Law, may not be excluded or limited.

- 16.1.2 Subject to clause 16.1.4 and clause 16.1.5 the Service Provider shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non-supply, of the Goods and/or Services or the performance or non-performance by the Service Provider of its obligations under the Contract or the presence of the Service Provider or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly by any act or omission of the Service Provider.
- 16.1.3 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.
- 16.1.4 Subject always to clause 16.1.1 and clause 16.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:
- 16.1.4.1 all defaults resulting in direct loss to the property of the other Party shall in no event exceed one million pounds (£1,000,000); and
- 16.1.4.2 in respect of all other Defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed one million pounds sterling (£1,000,000).
- 16.1.5 Subject to clause 16.1.1, in no event shall either Party be liable to the other for any:
- 16.1.5.1 loss of profits;
- 16.1.5.2 loss of business;
- 16.1.5.3 loss of revenue;
- 16.1.5.4 loss of or damage to goodwill;
- 16.1.5.5 loss of savings (whether anticipated or otherwise); and/or
- 16.1.5.6 any indirect, special or consequential loss or damage.
- 16.1.6 The provisions of 16.1.1 shall not be taken as limiting the right of the Customer to recover as a direct loss:
- 16.1.6.1 any additional operational and/or administrative expenses arising from the Service Provider's Default;

- 16.1.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Service Provider's Default;
  - 16.1.6.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Service Provider; and
  - 16.1.6.4 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Service Provider.
- 16.1.7 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Service Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

## 16.2 Insurance

- 16.2.1 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. Such insurance shall be maintained for the Contract Period.
- 16.2.2 The Service Provider shall hold employers liability insurance in respect of Staff with a minimum limit of one million pounds sterling (£1,000,000) for any one occurrence.
- 16.2.3 The Service Provider shall effect and maintain a public liability insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of one million pounds sterling (£1,000,000) for any one occurrence.
- 16.2.4 The Service Provider shall effect and maintain a professional indemnity insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of two million pounds sterling (£2,000,000) for any one claim and in the aggregate, or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period.

- 16.2.5 The Service Provider shall effect and maintain a cyber liability insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of two million pounds sterling (£2,000,000) for any one claim and in the aggregate or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate cyber liability insurance during the Contract Period.
- 16.2.6 The Service Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 16.2.7 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 16.2.8 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 16.
- 16.2.9 The Service Provider shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The Service Provider shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

### **16.3 Taxation, National Insurance and Employment Liability**

- 16.3.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Service Provider shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff



whether during the Contract Period or arising from termination or expiry of the Contract.

## **17. TERMINATION**

### **17.1 Termination on insolvency**

17.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Service Provider where the Service Provider is a company and in respect of the Service Provider:

- 17.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 17.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- 17.1.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- 17.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 17.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 17.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986 ; or
- 17.1.1.7 being a "small company" within the meaning of section 82(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 17.1.1.8 any event similar to those listed in clause 17.1.1.1 to 17.1.1.7 occurs under the law of any other jurisdiction.

**17.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Service Provider is an individual and:**

- 17.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Service Provider's creditors; or
- 17.1.2.2 a petition is presented and not dismissed within 14 days or order made for the Service Provider's bankruptcy; or
- 17.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Service Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- 17.1.2.4 the Service Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- 17.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within 14 days; or
- 17.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- 17.1.2.7 the Service Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

**17.2 Termination on Change of Control**

- 17.2.1 The Service Provider shall notify the Customer immediately if the Service Provider undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Contract by notice in writing with immediate effect within six months of:
  - 17.2.1.1 being notified that a Change of Control has occurred or is planned or in contemplation; or
  - 17.2.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

For the purposes of clause 17.2.1 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

### **17.3 Termination on Default**

17.3.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a Default and if:

17.3.1.1 the Service Provider has not remedied the Default to the satisfaction of the Customer within thirty (30) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or

17.3.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

17.3.1.3 the Default is a material breach of the Contract; or

17.3.1.4 the Default concerns the Service Provider's obligations under this Contract in relation to the Modern Slavery Act 2015.

17.3.2 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Service Provider.

17.3.3 If the Customer fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the period specified in clause 10.2, the Service Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 10.1.3 (Recovery of Sums Due).

#### **17.4 Termination of Framework Agreement**

The Customer may terminate the Contract by giving written notice to the Service Provider with immediate effect if the Framework Agreement is fully or partly terminated for any reason whatsoever.

#### **17.5 Termination on Financial Standing**

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change in the financial standing and/or the credit rating of the Service Provider (as measured from the Commencement Date) which:

- 17.5.1 adversely impacts on the Service Provider's ability to supply the Goods and/or Services under this Contract; or
- 17.5.2 could reasonably be expected to have an adverse impact on the Service Providers ability to supply the Goods and/or Services under this Contract.

#### **17.6 Termination on Audit**

The Customer may terminate this Contract by serving notice in writing with effect from the date specified in such notice if the Service Provider commits a Default of clauses 24.1 to 24.5 or clause 24.7 (Records and Audit Access).

#### **17.7 Termination in relation to Benchmarking**

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice if the Service Provider refuses or fails to comply with its obligations as set out in Schedule 6 of the Framework Agreement (Value for Money).

#### **17.8 Partial Termination**

If the Customer is entitled to terminate this Contract pursuant to this clause 18, it may (at its sole discretion) terminate all or part of this Contract.

#### **17.9 Termination in compliance with Public Contracts Regulations 2015**

The Customer may terminate Contracts where:

- 17.9.1 the Contract has been subject to a substantial modification which would require a new procurement procedure in accordance with regulation 72 (9) of the PCR 2015;
- 17.9.2 the Service Provider has, at the time of the contract award, been in one of the situations referred to in regulation 57 (1) of the PCR 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure; or

- 17.9.3 the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

#### **17.10 Termination on termination of the Mirror Framework**

In the event that any Mirror Framework is terminated or otherwise expires, the Customer may elect to terminate this Contract by serving notice in writing with effect from the date specified in such notice.

### **18. CONSEQUENCES OF EXPIRY OR TERMINATION**

- 18.1 Where the Customer terminates the Contract under clauses 17.3 (Termination on Default), 17.5 (Financial Standing), 17.6 (Audit), 17.7 (Benchmarking) and then makes other arrangements for the supply of Goods and/or the Services, the Customer may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clauses 17.3, 17.5, 17.6 and 17.7 no further payments shall be payable by the Customer to the Service Provider until the Customer has established the final cost of making those other arrangements.
- 18.2 On the termination of the Contract for any reason, the Service Provider shall:
- 18.2.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Project Specific IPRs in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and/or Services;
  - 18.2.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Service Provider with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Service Provider;
  - 18.2.3 except where the retention of Customer Data is required by Law, on the earlier of the receipt of the Customer's written instructions or 12 months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed.
  - 18.2.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Service Provider under clause 4.2. Such property shall be handed back to the

Customer in good working order (allowance shall be made for reasonable wear and tear);

- 18.2.5 transfer to the Customer and/or the Replacement Service Provider (as notified by the Customer) such of the Licensed Goods and/or contracts as are notified to it by the Service Provider and/or the Customer in return for payment of the costs (if any) notified to the Customer by the Service Provider in respect of such Licensed Goods and/or contracts and/or any other items of relevance;
  - 18.2.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or provide all such assistance and co-operation as the Customer may reasonably require;
  - 18.2.7 return to the Customer any sums prepaid in respect of the Goods and/or Services not provided by the date of expiry or termination (howsoever arising); and
  - 18.2.8 promptly provide all information concerning the provision of the Goods and/or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods and/or Services have been provided or for the purpose of allowing the Customer or the Replacement Service Provider to conduct due diligence.
- 18.3 If the Service Provider fails to comply with clause 18.2.1 and 18.2.8, the Customer may recover possession thereof and the Service Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted agents or Sub-Contractors where any such items may be held.
- 18.4 Where the end of the Contract Period arises due to the Service Provider's Default, the Service Provider shall provide all assistance under clause 19.4.5 and 19.4.8 free of charge. Otherwise, the Customer shall pay the Service Provider's reasonable costs of providing the assistance and the Service Provider shall take all reasonable steps to mitigate such costs.
- 18.5 At the end of the Contract Period (howsoever arising) the licence granted pursuant to clause 10.2.1 shall automatically terminate without the need to serve notice.
- 18.6 Save as otherwise expressly provided in the Contract:
- 18.6.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

- 18.6.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Service Provider under clauses 10.2 (Payment and VAT), 10.3 (Recovery of Sums Due), 14 (Intellectual Property Rights), 14.8 (Protection of Personal Data), 14.10 (Confidentiality), 14.11 (Freedom of Information), 16 (Liabilities), 18 (Consequences of Expiry or Termination), 23 (Prevention of Bribery and Corruption), 24 (Records and Audit Access), 25 (Prevention of Fraud), 29 (Cumulative Remedies), 35 (Conflicts of Interest), 37 (The Contracts (Rights of Third parties) Act 1999) and 40.1 (Governing Law and Jurisdiction).

## **19. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

- 19.1 The Service Provider shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, Service Providers, professional advisors and consultants comply with this clause 19. Any such press announcements or publicity proposed under this clause 19.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,
- 19.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.
- 19.3 The Service Provider shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

## **20. ANTI-DISCRIMINATION**

- 20.1 The Service Provider shall not unlawfully discriminate within the meaning and scope of Equality Legislation or any other law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 20.2 The Service Provider shall take all reasonable steps to secure the observance of clause 21.1 by all Staff employed in performance of this Contract.
- 20.3 The Service Provider shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Service Provider under Equality Legislation or any other law, enactment, order or regulation.
- 20.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Service Provider's performance of this Contract being in contravention of Equality Legislation or any other law, enactment, order or regulation relating to discrimination, the Service Provider shall, free of charge provide any information requested in the timescale allotted; attend any meetings

as required and permit the Service Provider's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Service Provider and any of the Service Provider's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

- 20.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or any other law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Service Provider, its agents or Sub-Contractors, or the Service Provider's Staff, and where there is a finding against the Service Provider in such investigation or proceedings, the Service Provider shall indemnify the Customer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Customer may have been ordered or required to pay to a third party.
- 20.6 The Service Provider must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.
- 20.7 The Service Provider acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Service Provider shall provide all necessary assistance and information to the Customer as may be required in relation to the performance of an impact analysis by the Customer. The Service Provider shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Customer.

## **21. HEALTH AND SAFETY**

- 21.1 The Service Provider shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Customer's Premises, and which may affect the Service Provider in the performance of its obligations under the Contract.
- 21.2 While on the Customer's Premises, the Service Provider shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- 21.3 The Service Provider shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 21.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other



persons working on the Premises in the supply of the Goods and/or Services under the Contract.

- 21.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Customer on request.

## **22. ENVIRONMENTAL REQUIREMENTS**

- 24.1 The Service Provider shall, when working on the Premises, perform its obligations under the Contract in accordance with the Customer's environmental policy (where provided), which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **23. PREVENTION OF BRIBERY AND CORRUPTION**

- 23.1 The Service Provider shall not:

- 23.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, or any other public body or person employed by or on behalf of the Customer, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract;
- 23.1.2 engage in and shall procure that all Service Provider's Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf shall not commit, in connection with this Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption; and
- 23.1.3 commit any offences under the Prevention of Corruption Acts 1889 to 1916.

- 23.2 The Service Provider warrants, represents and undertakes that it has not:

- 23.2.1 paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract; and
- 23.2.2 entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and ESPO before execution of this Contract;

- 23.3 The Service Provider shall:

- 23.3.1 in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;
  - 23.3.2 immediately notify the Customer and ESPO if it suspects or becomes aware of any breach of this clause 23;
  - 23.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this clause 24 and the Service Provider shall co-operate with any investigation and allow the Customer to audit Service Provider's books, records and any other relevant documentation in connection with the breach;
  - 23.3.4 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing of the Service Provider and all persons associated with it or other persons who are supplying the Goods and/or Services in connection with this Contract compliance with this clause 23. The Service Provider shall provide such supporting evidence of compliance as the Customer may reasonably request;
  - 23.3.5 have and maintain an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it any of its Staff, consultants, agents or Sub-Contractors, or any person acting on the Service Provider's behalf from committing a Prohibited Act and shall enforce it where appropriate.
- 23.4 If the Service Provider, its Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf, in all cases whether or not acting with the Service Provider's knowledge breaches:
- 23.4.1 this clause 23; or
  - 23.4.2 the Bribery Act 2010 in relation to this Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,
- the Customer shall be entitled to terminate this Contract by written notice with immediate effect.
- 23.5 Without prejudice to its other rights and remedies under this clause 23, the Customer shall be entitled to recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from and against:
- 23.5.1 the amount of value of any such gift, consideration or commission; and
  - 23.5.2 any other loss sustained by the Customer in consequence of any breach of this clause 23.

## **24. RECORDS AND AUDIT ACCESS**

- 24.1 The Service Provider shall keep and maintain for six (6) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and/or Services provided under it, the amounts paid by the Customer and records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract.
- 24.2 The Service Provider shall keep the records and accounts referred to in clause 25.1 above in accordance with Good Industry Practice and generally accepted accounting principles.
- 24.3 The Service Provider shall afford the Customer and the Auditors access to the records and accounts referred to in clause 24.2 at the Service Provider's premises and/or provide copies of such records and accounts and/or permit Auditors to meet the Service Provider's Staff, as may be required by the Customer and/or the Auditors from time to time, in order that the Customer and/or the Auditors may carry out an inspection including for the following purposes:
- 24.3.1 to verify the accuracy of the Contract Price (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all Service Provider (including Sub-Contractors) of the Services;
  - 24.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Service Provider;
  - 24.3.3 to review the Service Provider's compliance with the DPA in accordance with this Contract and any other Laws;
  - 24.3.4 to review the Service Provider's compliance with its continuous improvement and benchmarking obligations set out in schedule 6 of the Framework Agreement;
  - 24.3.5 to review the Service Provider's compliance with its security obligations set out in clause 14;
  - 24.3.6 to review any books of account kept by the Service Provider in connection with the provision of the Service;
  - 24.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
  - 24.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or

- 24.3.9 to ensure that the Service Provider is complying with its obligations under this Contract, including but not limited to its obligations thereunder relating to the Modern Slavery Act 2015.
- 24.4 The Service Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.
- 24.5 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Contract Period and for a period of six (6) Years after termination or expiry of the Contract Period or the last Contract (whichever is the later) to the Customer and/or its Auditors.
- 24.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services or supply of Goods save insofar as the Service Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 24.7 Subject to the Service Provider's rights in respect of Confidential Information, the Service Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including:
  - 24.7.1 all reasonable information requested by the Customer within the scope of the audit;
  - 24.7.2 reasonable access to sites controlled by the Service Provider and to Equipment used in the provision of the Goods and/or Services; and
  - 24.7.3 access to the Staff.
- 24.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26, unless the audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

## **25. PREVENTION OF FRAUD**

- 25.1 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Service Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.
- 25.2 The Service Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Service Provider or its Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

25.3 If the Service Provider or its Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the Customer, the Customer may:

25.3.1 terminate the Contract with immediate effect by giving the Service Provider notice in writing; and/or

25.3.2 recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from any loss sustained by the Customer in consequence of any breach of this clause 26 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

## **26. TRANSFER AND SUB-CONTRACTING**

26.1 The Service Provider shall not assign, novate, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval.

26.2 The Service Provider shall not substitute or remove a Sub-Contractor or appoint an additional Sub-Contractor without the prior written consent of ESPO and the Customer. Notwithstanding any permitted Sub-Contract in accordance with this clause 26, the Service Provider shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

## **27. FORCE MAJEURE**

27.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

27.2 Any failure or delay by the Service Provider in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or Service Provider shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or Service Provider is itself impeded by Force Majeure from complying with an obligation to the Service Provider.

27.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in clause 27.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

- 27.4 If an event of Force Majeure event affects the Services, the Customer may direct the Service Provider to procure those Goods and/or Services from a third party Service Provider in which case the Service Provider will be liable for payment for the provision of those Goods and/or Services for as long as the delay in performance continues.
- 27.5 The Service Provider will not have the right to any payment from the Customer under this Contract where the Service Provider is unable to provide the Goods and/or Services because of an event of Force Majeure. However if the Customer directs the Service Provider to use a replacement Service Provider pursuant to sub-clause 27.4, then the Customer will pay the Service Provider (a) the Contract Price; and (b) the difference between the Contract Price and the new Service Provider's costs if, in respect of the Goods and/or Services that are subject to Force Majeure, the new Service Provider's costs are greater than the Contract Price.

## **28. WAIVER**

- 28.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 28.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 38 (Notices).
- 28.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

## **29. CUMULATIVE REMEDIES**

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **30. FURTHER ASSURANCES**

Each Party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

## **31. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **32. SEVERABILITY**

- 32.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 32.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

## **33. MISTAKES IN INFORMATION**

- 35.1 The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Service Provider in connection with the supply of the Goods and/or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

## **34. SERVICE PROVIDER'S STATUS**

- 36.1 At all times during the Contract Period the Service Provider shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

## **35. CONFLICTS OF INTEREST**

- 35.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Customer under the provisions of the Contract.
- 35.2 The Service Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 36.1 above arises or is reasonably foreseeable.
- 35.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the either party.

35.4 This clause shall apply during the Contract Period and for a period of two (2) Years after expiry of the Contract Period.

### **36. ENTIRE AGREEMENT**

36.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

36.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.

36.3 The Service Provider acknowledges that it has:

36.3.1 entered into the Contract in reliance on its own due diligence alone; and

36.3.2 received sufficient information required by it in order to determine whether it is able to provide the Goods and/or Services in accordance with the terms of the Contract.

36.4 Nothing in clauses 36.1 and 36.2 shall operate to exclude Fraud or fraudulent misrepresentation.

36.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

### **37. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

37.1 A person who is not a Party to the Contract except ESPO or, as appropriate, the Trading Company in relation to its right to claim retrospective rebate from the Service Provider under the payment clause has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

37.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more clauses of it.

### **38. NOTICES**

38.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.



- 38.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 38.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 38.3 For the purposes of clause 38.2, the address, email address of each Party shall be the address and email address set out in the Master Contract Schedule and/or any other Contract Document.
- 38.4 Either Party may change its address for service by serving a notice in accordance with this clause.

### **39. LEGISLATIVE CHANGE & LOCAL GOVERNMENT REORGANISATION**

- 40.1 The Service Provider shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Price as the result of a general change in law.
- 40.2 The Parties acknowledge that during the Term of this Contract the local government structure in the Customer's administrative areas may be subject to change. These administrative changes may give rise to the need for the Customer to terminate this Contract and/or seek its potential variation with any successor or assignee of the Customer. The Customer shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of local government reorganisation.

### **40. DISPUTES AND LAW**

#### **40.1 Governing Law and Jurisdiction**

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

#### **40.2 Dispute Resolution**

- 40.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of the Customer's Representative and the Service Provider's Representative.
- 40.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order

restraining the other Party from doing any act or compelling the other Party to do any act.

- 40.2.3 If the dispute cannot be resolved by the Parties pursuant to clause 40.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 41.2.5 unless:
- 40.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
- 40.2.3.2 the Service Provider does not agree to mediation.
- 40.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 40.2.5 The procedure for mediation is as follows:
- 40.2.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;
- 40.2.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider appointed by CEDR to provide guidance on a suitable procedure;
- 40.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 40.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 40.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without

prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

40.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

## **SCHEDULE 1 - NOT USED**

### **SERVICE LEVELS AND SERVICE CREDITS (where appropriate)**

#### **1. SCOPE**

This schedule 1 sets out the Service Levels which the Service Provider is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Service Provider's performance of the Services by the Service Provider will be monitored. This schedule comprises:

Part A: Service Levels;

Appendix to Part A - Service Levels and Service Credits; and

Part B: Performance Monitoring.

#### **PART A**

#### **SERVICE LEVELS**

#### **2. PRINCIPAL POINTS**

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3 incentivise the Service Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

#### **3. SERVICE LEVELS**

- 3.1 The Appendix to this Part A of this schedule sets out Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Service Provider shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of part B of this schedule 1.
- 3.3 If the level of performance of the Service Provider of any element of the Services during Contract Period:

- 3.3.1 fails to achieve a Service Level in respect of each element of the Service, then the Customer shall make a deduction from the Contract Charges in accordance with Appendix A to this schedule 1; or
- 3.3.2 constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract pursuant to clause 19.3

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

## APPENDIX TO PART A

### SERVICE LEVELS AND SEVERITY LEVELS

#### NOT USED

		Level achieved			
Service Level (Technical work + on time)		60-70%	71-90 %	91-95 %	96-100 %
1.					
2.					
3.					

The Service Credits shall be calculated on the basis of the following formula and worked example:

Formula - 100% - % of Service Level achieved = x% of the Contract Charges to be deducted from the next invoice payable by the Customer.

Worked example - 100% (e.g. Service Level requirement for data accuracy) - 75% (e.g. accuracy of data) = 25% of the Contract Charges to be deducted from the next invoice payable by the Customer

## **PART B**

### **PERFORMANCE MONITORING**

#### **1. PRINCIPAL POINTS**

- 1.1 This Part B provides the methodology for monitoring the Services:
  - 1.1.1 to ensure that the Service Provider is complying with the Service Levels; and
  - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Service Provider and/or delivery of the Services ("**Performance Monitoring System**").
- 1.2 Within 20 Working Days of the Commencement Date the Service Provider shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

#### **2. REPORTING OF SERVICE FAILURES**

- 2.1 The Customer shall report all failures to achieve Service Levels and any Critical Service Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

#### **3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

- 3.1 The Service Provider shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
  - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
  - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;
  - 3.1.3 any Critical Service Failures and details in relation thereto;
  - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 3.1.6 such other details as the Customer may reasonably require from time to time.

- 3.2 The Parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 3.2.1 take place within one (1) week of the reports being issued by the Service Provider;
  - 3.2.2 take place at such location and time (within Normal Business Hours) as the Customer shall reasonably require unless otherwise agreed in advance;
  - 3.2.3 be attended by the Service Provider's Representative and the Customer's Representative; and
  - 3.2.4 be fully minuted by the Service Provider. The prepared minutes will be circulated by the Service Provider to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Service Provider's representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Service Provider shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Service Provider and the calculations of the amount of Service Credits for any specified period.

#### **4. SATISFACTION SURVEYS**

- 4.1 In order to assess the level of performance of the Service Provider, the Customer may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Service Provider of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the Contract.
- 4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to paragraph 3 of schedule 6 of the Framework Agreement.



## **SCHEDULE 2**

### **IMPLEMENTATION PLAN AND MILESTONES**

#### **1. IMPLEMENTATION PLAN**

- 1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan that it submitted to the Customer prior to the Commencement Date which shall be incorporated into the Master Contract Schedule and/or any other Contract Document.
- 1.2 If so required by the Customer, the Service Provider shall produce a further version of the Implementation Plan (based on the plan specified in the Master Contract Schedule or any other Contract Document) in such further detail as the Customer may reasonably require. The Service Provider shall ensure that each version of the Implementation Plan is subject to Approval. The Service Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services and/or provision of the Goods.
- 1.3 The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of the Implementation Plan.

#### **2. MILESTONES**

- 2.1 The Service Provider shall perform its obligations so as to meet each Milestone by the Milestone Date.
- 2.2 Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Service Provider shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Default which affects the Service Provider's ability to achieve a Milestone by the relevant Milestone Date).
- 2.3 If a Milestone has not been achieved by the relevant Milestone Date, the Service Provider shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Service Provider with confirmation in writing of its satisfaction that the Milestone has been met.
- 2.4 No payment or concession to the Service Provider by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this Schedule or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.
- 2.5 The Customer's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Customer to claim damages for breach.

## **Annex 1: REQUIREMENT (including Specification)**

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### **EA's Nature and Biodiversity Footprint 2025-26 pilot**

#### **BACKGROUND**

Sustainability and evidence-based decision-making are central to the Customer's operations. Following the successful quantification of carbon and resource footprints, the Customer intends to undertake a comprehensive assessment of its nature and biodiversity footprint.

For the purposes of this Tender 'nature' is defined as the abundance, diversity, integrity and resilience of species, ecosystems and natural processes.

The aim is to identify and quantify the impacts and dependencies of the EA's value chain on nature and biodiversity, forming the foundation for targeted, science-based management and disclosure reporting.

The footprint will be used to support the Customer's commitment to sustainability and to enable the management of their biodiversity impacts with the same rigour as their climate impacts, aligning with science-based targets (SBTN), Taskforce on Nature-related Financial Disclosures (TNFD) recommendations and the Global Biodiversity Framework.

The baseline year for the footprints is 2019/20.

The Customer is developing the footprint by taking a phased process, guided by the double materiality approach and a screening assessment undertaken in a Phase 1 scoping project carried out in early 2025. This was used to develop the scope for the footprint to be undertaken in the next stages, Phases 2 and 3.

The Phase 1 project clarified the following aspects of the footprint boundary:

- The Environment Agency's value chain stages.
- The most financially material activities, using accounts and procurement spend data.
- The activities with the most material environmental impacts.
- The activities with the most material environmental dependencies.
- The available sources of data to inform the footprint.

A more comprehensive nature and biodiversity footprint will be published in 2027.

#### **REQUIREMENT SUMMARY**

The objectives of Phase 2 of the Nature and Biodiversity Footprint Pilot are:

1. develop a repeatable methodology and a self-service tool(s) and,
2. pilot the footprint on selected activities identified in the previous Phase 1 project. See Table 1 below. The full Phase 1 report will be available to the successful Service Provider.

In Phase 3 (optional extension option) the scope from the Phase 2 pilot will be expanded to include the remaining activities identified in Phase 1. Phase 3 will need to be completed by 31 December 2026.

At Phase 2, the scope and operational boundary of the footprint will include developing a baseline for 2019/20 for a limited number of the Customer's activities that were mapped to the International Standard Industrial Classification (ISIC) codes during the Phase 1 project. This is to enable a screening assessment which should be performed using industry standard and publicly available materiality tools, e.g. ENCORE Natural Capital Tool.

Tenderers are invited to submit their own proposals regarding the conceptualization and structure of the pilot phase, particularly with respect to which of the activities and value chain stages identified in Phase 1 will be included in Phase 2 and which ones in 3. All proposals should be justified through a clear rationale that considers best practice and best meeting the Customer's requirements whilst ensuring value for money.

Stakeholder interviews will be necessary to explore, validate and confirm decisions and use of datasets throughout the project. These will be short virtual meetings based on specific technical questions rather than open question interviews. Stakeholders will be identified and contacts provided by the Customer. Tenderers should allow for 10 x 30-minute MS Teams meetings in your methodology proposal.

Table 1 below shows all the activities identified in the previous Phase 1 project, categorised by ISIC code.

## **Definitions**

**Value chain:** The full range of interactions, resources and relationships related to the Environment Agency's operating model and the external environment in which it operates. As a public body, this value chain refers to the interactions, resources and relationships that enable and result from the Environment Agency's delivery of its public duties and statutory responsibilities.

**Upstream:** All activities associated with and delivered by the Environment Agency's suppliers, such as production or cultivation of materials, sourcing of commodities or goods and the transportation of commodities. This includes activities delivered by contractors on behalf of the EA e.g. construction of new physical assets, waste and remediation works.

**Own operations:** Activities and processes directly controlled or managed by the organisation. This includes the organisation's facilities, assets, and operations where it has direct influence over decision-making and resource use.

**Downstream activities:** Activities and processes linked to the public services, outcomes and physical resources provided by the Environment Agency. This includes the use, reuse, recovery, recycling and final decommissioning of assets and resources, as well as outcomes generated through the environmental advice and regulation provided to businesses and citizens, and EA grants.

## **Table 1**

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Sector in scope	Explanation and EA impacts and dependencies	Upstream	Own operations	Downstream activities
4220 Construction of utility projects & 429 Construction of other civil engineering projects	Screened as likely the largest areas of spend and impact by the EA through role in delivering and maintaining flood defence infrastructure	X	X	X
0322 Freshwater Aquaculture	EA's restocking role and the impact and dependency on nature of its fish breeding operations that support this		X	X
8130 Landscape care and maintenance services	Impacts of EA's activities in mitigation, creation, enhancement, of habitats as well as dependencies on others' landscape care and maintenance for ecosystem services that help deliver its outcomes	X	X	X
3600 Water collection, treatment and supply	Impacts of EA's role in regulation of the water sector, undertaking water pumping as part of its flood work and in remediating legacy sites		X	X
0610 Extraction of crude petroleum, 1920 Manufacture of refined petroleum products, and 2910 Manufacture of motor vehicles i.e. fuel use from fleet	EA fleet could be an area of large impact	X		
7710 Renting and leasing of motor vehicles	EA fleet could be an area of large impact	X		
7120 Research and development activities / technical testing and analysis	EA's role in R&D and environmental monitoring		X	
8411 Public administration 8412 Regulation	Downstream impacts of EA regulatory activities		X	X



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Sector in scope	Explanation and EA impacts and dependencies	Upstream	Own operations	Downstream activities
3821 3822 Waste treatment and disposal / 3811 3812 Waste collection / 3900 Remediation activities and other waste management services	EA delivers or procures contractors to undertake remediation works, EA regulation of waste sector	X	X	X

## **Exclusions**

Of the sectors and activities screened at Phase 1, the following sectors and activities are **excluded** from the scope of Phases 2 and 3:

- Electricity production fossil fuels, Electricity production biomass, Electricity production nuclear, and Electricity production wind energy: it is assumed that the EA's work on carbon will already account for much of this and (unless there are clear ways to ensure that the electricity purchased is from specific sources) the main mitigation for the nature-related impacts and dependencies of electricity use will be related to increases in energy efficiency, already part of the EA's carbon footprinting work.
- Other procurement categories: further scoping work is needed to understand procurement spend data reviewed at Phase 1 to screen for impacts and dependencies e.g. clothing and PPE.
- Fishing: ISIC description does not align with Customer's activities which are better reflected by Aquaculture.

More refined descriptions of the Customer's activities (own operations) and procurement spend (upstream) and mapping to ISIC codes may need to be developed at Phases 2 and 3.

## **Measurement framework and metrics**

The nature and biodiversity footprint will adopt the TNFD framework at Phase 2 as the overarching methodological framework. This is because the Customer wants to be able to monitor and report in line with relevant international standards, and demonstrate a robust, evidence-led approach, with credible metrics.

Following an analysis of the strengths and weaknesses of alternative approaches during Phase 1, the Customer considers the TNFD to be the most adaptable relevant framework available.

The TNFD has already been applied by public sector organisations in the UK, with work in progress by others. Tools endorsed by the TNFD should be used to support the application of this framework to the footprint at Phase 2.

At Phase 2, the baseline for 2019/20 should seek to estimate impacts and dependencies metrics guided by the TNFD global core metrics and relevant sector-specific core metrics. The TNFD allows for some flexibility as to which metrics should be considered and disclosed against. It may not be possible for the Customer to achieve disclosures against all core metrics with the data currently available in Phase 2, although it is likely to have existing data available to more easily estimate some of the metrics.

At Phase 2 the Customer would seek to undertake a metric mapping exercise with the successful Service Provider to identify alignment of the TNFD metrics with its own reporting and outcome metrics. In particular, the Customer wishes to explore the use of natural capital metrics where possible and appropriate, reflecting the use of these metrics as outcome measures elsewhere in the organisation.

## **Data Plan**

The Customer will provide the following datasets (or relevant extracts) in an accessible format for the baseline year 2019/20 and latest year of data available:

- Procurement spend with break down into more detailed goods and services categories.
- Environment Agency Resource Consumption Footprint: extract of spend, materials, volume and impact metrics data by product for the "top 30" spend items across all goods categories. NB: this is not a complete data set – there are large gaps.
- Environment Agency Carbon Footprint baseline spreadsheet with apportionment to relevant activity / spend item.
- Consolidated GIS shapefile for the EA's estate as used in the Natural Capital Account including attributes on operational usage and habitat type.
- Consolidated GIS shapefile for EA assets outside of the EA's land estate including attribute detailing type of asset e.g. pumping station, flood defence.
- Natural Capital Account summary report and Natural Capital Register and Account Tool.
- Consolidated GIS shapefile for locations of projects in the Conservation Projects with unique identifier to enable cross reference with the Excel database of metrics.
- Consolidated GIS shapefile showing locations of habitat creation and enhancement of area and linear habitats, and accompanying spreadsheet databases.

Data transformations should set out any assumptions and limitations and provide an overall picture for impacts and dependencies on nature across the Environment Agency's value chain.

## **Datasets available**

The section below provides information about the key datasets available.

### **Resource Consumption Footprint**

The resource consumption footprint assesses the consumption of physical resources that are purchased for the EA and its operations. 18 impact indicators are assessed across environmental, economic, and social impact criteria.

The methodology to measure, track and report the EA's resource consumption footprint (appreciating data gaps) entails: 1. Consumption assessment - Quantify total resources purchased for reporting period and identify consumption hotspots across the organisation

for different resource types. 2. Impact assessment - Quantify environmental, economic, and social upstream impacts of most material resources and identify supply chain hotspots (using Life Cycle Inventory database Ecoinvent: This will require purchasing a licence). 3. Apex assessment - Derive footprint index to support internal tracking and quarterly reporting of targets to reduce impact of signature resources (NB: this apex assessment is on hold and not currently in use). Includes the Mean Species Abundance impact of the Environment Agency's purchasing footprint, disaggregated by material type.

Format: raw data, methodology and outcome reports, and Excel-based analytical tool. Baseline year 2019/20.

### **Carbon Footprint**

EA's Carbon Footprint accounts for emissions arising from water, waste, facilities management and operational energy use, transport, fuel, asset construction, IT, commuting and homeworking, vehicle embodied carbon, fuel production, hotel stays and supply chain scope 1 and 2 emissions. The methodology report describes the data sources and methodologies used to aggregate and apportion the EA's 2019/20 baseline carbon footprint.

Format: Excel calculation tool and annual raw data spreadsheets dating to 2019/20.

More information on our Net Zero targets and roadmap are online at and [The Environment Agency: Reaching net zero by 2030](#).

### **Conservation Projects Database**

All projects that deliver benefits to biodiversity, whether on the ground, such as wildlife-rich habitat creation or partnership projects, or in the form of survey and research, where the Environment Agency have spent more than £1,000 on something other than staff time in the reporting year, regardless of which department the funding has come from. Contains habitat type and amount, species intervention, grid reference (single central point not a GIS polygon), qualitative benefits description.

Format: Access database, with data and annual summary reports dating back to 2010.

### **Natural Capital Account for Environment Agency Estate**

Format: Completed Natural Capital Register and Account Tool, dating back to 2019/20. Input data is CORINE landcover, cut to GIS shapefile of the EA Estate.

### **Natural capital valuation of Environment Agency annual report and accounts outcome delivery**

A valuation of the benefits of our work in natural capital terms, based on the Conservation Projects Database and outcomes reported in the [Environment Agency Annual Report and Accounts](#). Dating back to 2020/21.

Format: Reports and calculations based on performance against corporate scorecard KPIs.

### **Other KPI reporting data**

The Environment Agency Corporate Scorecard sets out some of the measures and metrics used to track performance. It can be viewed here [Environment Agency](#)

[corporate scorecard - GOV.UK](#). Datasets for activities detailed in the Corporate Scorecard are available.

The Annual Report and Accounts also contain performance measures and metrics. Datasets for activities detailed in the Annual Report are available.

The Environment Agency also publish a number of datasets that may be relevant for footprinting through Open Data [Environment Agency Datasets - data.gov.uk](#).

## Data management plan

- The Service Provider is responsible for informing the Customer of any data licenses identified as required as soon as they have been established. For example, this will apply to GIS layers capturing Environment Agency land which are derived from a licensed product from HM Land Registry; Ecoinvent database licence.
- Geospatial data will be provided by the Customer and stored by the Service Provider as ESRI GIS shapefile formats.
- Numerical datasets will be stored using Microsoft Excel.
- The data should be considered confidential and commercially sensitive: access will be restricted to project team members within the Customer and the Service Provider only.
- Data transfers should take place using secure file transfers enabled by the supplier.
- The Service Provider should produce and manage a data log, accessible to the Customer's project team, recording data received and flagging any issues e.g. known limitations, format errors, transformations made and implications.
- The Customer will be responsible for ensuring quality assurance (QA) of data provided to the Service Provider. The Service Provider will undertake quality assurance checks for the data being used as inputs to the footprint.
- A risk-based approach to data QA should be used, with high level sense checks across all datasets, and deeper dives into datasets with the potential to drive overall results. QA processes and insights should be used to inform the interpretation of results and be included in the project report.
- Both the Carbon Footprint and Resource Consumption Footprint are evolving and developing tools that will be themselves subject to change during Phase 2 and beyond. It is therefore important that any automated data export processes (e.g. Excel lookups in other sheets managed by other teams) are resilient to changes in the format and location of these other footprinting tools and datasets.

## Phase 2 - Core Deliverables

1. A calculation tool (spreadsheet or similar tool) that holds the piloted data and calculates the 2019/20 baseline footprint, and which allows the Customer to expand the number of activities included in the baseline footprint. This tool should enable the Customer to run its nature footprint independently for future years beyond the baseline established at Phase 2 and be flexible enough to incorporate new data as this becomes available in future years/iterations.



Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

**NB:** this tool should **not** be a licensed product, or an externally hosted website, or a bespoke IT system.

2. A user guide for the resource/tool developed under Deliverable 1 (may be within the tool).
3. Spreadsheet of input data and calculations for key metrics (may be within the tool).
4. Data logic map showing data source, transformations and calculations, any QA, and metrics it supports (may be within the Phase 2 report).
5. Draft Phase 2 report including the step-by-step methodology and results.
6. Final Phase 2 report including the step-by-step methodology and results, including assumptions within, and limitations of, the methodology.

## Phase 2 - Milestones

A high-level timeline for the project is presented in Table 2 below. This is to provide an indicative timetable for delivery of the work during the Initial Period of the Contract with the precise deadlines and timings to be agreed with the successful Service Provider. All Deliverables to be completed by 16 March 2026.

**NB:** Completion dates below may be amended to be earlier based on the Service Provider's proposed project timeline.

**Table 2**

Deliverable	Description	Responsible Party	Estimated date of completion
Start-up meeting		Customer and Service Provider	August 2025
Completed review to be discussed within Project Management meeting and decisions documented by email	<p>Service Provider to complete a review of:</p> <ul style="list-style-type: none"> <li>Conclusions from the Phase 1 report and Customer's datasets (data sets provided by Customer)</li> <li>List of selected material activities for inclusion in Phase 2</li> <li>Stakeholder mapping</li> <li>Refined sector-activity mapping</li> <li>Refined screening and prioritisation for own operations, supply chain and downstream</li> </ul>	Service Provider	31 August 2025

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

<b>Deliverable</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Estimated date of completion</b>
Draft metrics	Draft metrics for discussion and agreement.  A metric mapping exercise to identify alignment of the TNFD metrics with the Customer's own reporting and outcome metrics. Once agreed, the metrics will be applied in the tool and calculations.	Service Provider	W/C 1 September 2025
Draft tool v1, with user guide	For piloting/testing, comment and review: Draft version 1 of the footprint data and calculation tool, with user guide	Service Provider	W/C 10 November 2025
Stakeholder interviews	10 x 30-minute MS Teams stakeholder interviews (Stakeholders identified by the Customer)	Service Provider	31 January 2026
Draft Phase 2 report	For comment and review: Draft version of the report summarising the project activities, findings and outcomes, methodology and limitations.	Service Provider	W/C 16 February 2026
Draft tool v2, with user guide	For comment and review: Draft version 2 of the footprint data and calculation tool, with user guide, and spreadsheet of input data and calculations for key metrics (may be within the tool).	Service Provider	16 February 2026
Final tool, with user guide	Final version of the footprint data and calculation tool, with user guide.	Service Provider	16 March 2026
Final Phase 2 report	Final version of the report summarising the Project activities, findings and outcomes, methodology, data logic map showing data source, transformations and calculations, any QA, and metrics it supports, limitations, and recommendations.	Service Provider	16 March 2026



## Phase 3 (optional extension) indicative timings and anticipated core Deliverables

Deliverables and Milestones for Phase 3 will be confirmed once all the agreed Phase 2 Deliverables have been completed, and the optional extension has been agreed and confirmed following the Variation procedure set out in Clause 31.

Table 3 shows the anticipated core Deliverables for Phase 3 in 2026/27.

**Table 3**

Reference	Deliverable	Responsible Party	Estimated date of completion
Review meeting	To discuss and agree the project plan for Phase 3, review risk register and any changes to personnel.	Customer and Service Provider	April 2026
Data request	List of activities and datasets required for Phase 3.	Service Provider	By end of April 2026
Data Visualisations	Proposal for visualisations of Footprint tool data insights and highlights to be agreed.	Service Provider	By end of May 2026
Draft end of Phase 3 Report	Draft report for review including:  1. Project activities, findings and outcomes 2. methodology 3. data logic map showing data source transformations and calculations, any QA, and metrics it supports 4. limitations 5. recommendations on automation of data workflows.	Service Provider	By end of October 2026
Completed Nature and Biodiversity Footprint Tool	Footprint tool populated with all activities and datasets as agreed at the data request milestone.	Service Provider	16 November 2026
Completed data visualisations	Visualisations of Footprint tool data insights and highlights	Service Provider	16 November 2026

Reference	Deliverable	Responsible Party	Estimated date of completion
Final end of Phase 3 Report	<p>Final report including:</p> <ol style="list-style-type: none"> <li>1. Project activities, findings and outcomes</li> <li>2. methodology</li> <li>3. data logic map showing data source transformations and calculations, any QA, and metrics it supports</li> <li>4. limitations</li> <li>5. recommendations on automation of data workflows</li> <li>6. recommendations on actions to address nature-related risks and opportunities</li> </ol>	Service Provider	30 November 2026

### Additional Deliverables at Phase 3

The following Deliverables are considered to be additional to the core Deliverables listed in the section above. The Customer retains the discretion to determine whether they will be included in the Contract, subject to budget availability and time constraints:

1. Completed population into the tool created in Phase 2 of all the material activities in Table 1 (Phase 1) plus any additional activities identified as material during Phase 2.
2. Simple and accessible visualisation summarising Phases 2 and 3 insights and numerical highlights for available metrics.
3. Recommendations on future automation of data workflows post Phase 3.
4. Recommendations to help address nature-related risks and opportunities across the Environment Agency value chain for the activities included in Phase 3.
5. Written concise guidance on steps the Environment Agency should take to complete TNFD reporting and set science-based aligned targets.

### Reporting Requirements

The Customer will be responsible for developing and convening the Project Steering Group.

The Service Provider will hold the following meetings with the Customer on MS Teams:

- Start-up meeting
- Fortnightly project management meetings to provide updates on progress, discuss key concerns and delivery risk. The estimated duration of these meetings will be 1 hour.
- 4 x 2-hour project steering group meetings

The Service Provider will provide the following progress reports to the Customer's Project Manager:

- Draft End of Phase 2 Report.
- End of Phase 2 Report.
- Draft End of Phase 3 Report.
- End of Phase 3 Report.

## **DURATION**

The Contract will be established for an initial period of 8 months to deliver Phase 2 activities with an option to extend for a further maximum period of 8 months to deliver Phase 3 activities.

### **Scope and Contract duration adjustments**

It is the Customer intention to upscale the scope of Phase 2 and accelerate the commencement of selected activities from Phase 3, subject to the availability of additional budget during the initial term of the Contract.

Furthermore, the Customer may extend the duration of the Contract by up to eight (8) months, contingent upon the budget availability in the next financial year 2026-27.

Tenderers should consider these potential adjustments when preparing their submissions.

Discussions about any modifications to scope or duration will be formally communicated to the Service Provider to arrive at an agreed position. Any agreed modifications to the scope or duration will be formalised following the Variation procedure set out in Clause 31.

The anticipated commencement date for the optional extension Phase 3 activities should this be agreed, will be 15th April 2026.

## **SUSTAINABILITY**

The Environment Agency protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains.

The successful Service Provider is expected to share this commitment and adopt a sound, proactive sustainable approach in keeping with the eMission2030 EA's sustainability strategy and their commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to: resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity and inclusion, social value community impacts.

As a delivery partner, the successful Service Provider is expected to pursue sustainability in their operations and supply chain, thereby ensuring the Customer is not contracting with a provider whose operational outputs run contrary to the EA's objectives.

The successful Service Provider will need to approach the sustainability aspects of the project with a focus on the entire life cycle of the project.



## **Annex 2: C29279\_ESPO 664\_21 Further Competition - Part A Post Tender\_v0.1**

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### **EA's Nature and Biodiversity Footprint 2025-26 pilot C29279**

# **FURTHER COMPETITION**

## **conducted under ESPO Framework Agreement 664\_21 Consultancy Services**

INVITATION TO TENDER

(Part A)

**Closing date for submission of tender  
12:00pm, 16 July 2025**



CONTENTS

This document is in two parts:

PART A

**Part A is the Invitation to Tender** and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document.

Note: Part A does not need to be returned to the Customer.

Contents

INTRODUCTION .....5

REQUIREMENT .....7

PROCUREMENT PROCESS .....41

EVALUATION OF TENDERS .....42

INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER .....49

CONDITIONS OF TENDER .....50

TERMS AND CONDITIONS .....53

PART B

**Part B is the Tender Submission Document**, and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5 - Instructions for completing and submitting a tender).

**APPENDICES (SUPPLIED SEPARATELY)**

- Appendix A ESPO 664\_21 Call-Off Terms and Conditions
- Appendix B Pricing Schedule

## GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in the accompanying appendices.

For Tenderers' convenience however, the following key terms, which are used throughout this document, are defined as follows:

<b>Contract</b>	means this specific contract let by the Customer under ESPO Framework 664_21.
<b>Customer</b>	Means the Environment Agency (being the public body which has opted to use the Framework to select and appoint a Service Provider to provide Services).
<b>ESPO</b>	means the Eastern Shires Purchasing Organisation.
<b>Framework</b>	means the framework agreement established by ESPO for the provision of Consultancy Services to Customers by Framework Service Providers.
<b>Framework Agreement</b>	means the over-arching agreement number 664_21 between ESPO and the Service Provider, setting out the general terms and conditions which will apply to all specific Contracts (including this Contract) let under the Framework Agreement.
<b>Further Competition</b>	means this particular Customer procurement exercise under the Framework, within a specific Framework lot or lots, intended to secure formal quotations from all of the Framework Service Providers within lot 8b Environmental and Sustainability, tailored to suit the Customer's specific requirements.
<b>Invitation to Tender</b>	means this document, inviting Tenderers to submit a Tender.
<b>Service Provider(s)</b>	means the Service Provider appointed by the Customer as a result of this Further Competition under the Framework.
<b>Services</b>	means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in Section 2 of this document, Requirement.
<b>Social Value</b>	means the wider financial and non-financial impacts of programmes, organisations and interventions, including the wellbeing of individuals and communities, social capital and the environment as outlined within The Public Service (Social Value) Act 2012.



Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

<b>Tender</b>	means the Tender submitted by the Service Provider to the Customer.
<b>Tender Submission Document</b>	means the submission document that should be completed in full by Tenderers and returned in advance of the tender deadline, in accordance with the instructions given (see Section 5, Instructions for completing and submitting a tender).
<b>Tenderer</b>	means an organisation that submits a completed Tender in response to this Invitation to Tender document.
<b>Terms and Conditions</b>	means the terms on which the Service Provider shall provide Services to the Customer as set out in Schedule 3 of the Framework Agreement but subject to any variations agreed by the Customer and the Service Provider.

## 1. INTRODUCTION

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This is an Invitation to Tender with information, instructions and guidance provided in Part A, following consideration of which the Tender Submission Document (Part B) should be completed and returned by all Service Providers who wish to tender for the requirement described in the following pages.

### OVERVIEW

The Environment Agency was established in 1996 to protect and improve the environment. We have over 12,000 employees with offices located across England.

Within England we are responsible for:

- regulating major industry and waste
- treatment of contaminated land
- water quality and resources
- fisheries
- inland river, estuary and harbour navigations
- conservation and ecology

We are also responsible for managing the risk of flooding from main rivers, reservoirs, estuaries and the sea.

For further information please visit [Environment Agency - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

In this present instance, the Customer is issuing this Invitation to Tender as a Further Competition under Lot 8b Environmental and Sustainability of ESPO Framework 664\_21.

### OBJECTIVES

The Customer intends to undertake a comprehensive assessment of its nature and biodiversity footprint.

The key objectives of this procurement are:

- To secure value for money services
- To develop a repeatable methodology and a self-service tool(s) required to generate the preliminary baseline for the Customer's nature-related impacts and dependencies for 2019/20
- To pilot the footprint on a limited number of the Customer's most material activities which were identified in a previous Phase 1 project.

### DURATION

The Contract will be established for an initial period of 8 months to deliver Phase 2 activities with an option to extend for a further maximum period of 8 months to deliver Phase 3 activities.

The Customer envisages the commencement date of this Contract to be 13 August 2025 or as otherwise agreed.

#### Scope and Contract duration adjustments

It is the Customer intention to upscale the scope of Phase 2 and accelerate the commencement of selected activities from Phase 3, subject to the availability of additional budget during the initial term of the Contract.

Furthermore, the Customer may extend the duration of the Contract by up to eight (8) months, contingent upon the budget availability in the next financial year 2026-27.

Tenderers should consider these potential adjustments when preparing their submissions.

Discussions about any modifications to scope or duration will be formally communicated to the Service Provider to arrive at an agreed position.

Any agreed modifications to the scope or duration will be formalised following the Variation procedure set out in clause 32 of the Framework Schedule 3 – Form of Contract and Call-off Terms.

The anticipated commencement date for the optional extension Phase 3 activities should this be agreed, will be 15th April 2026.

#### Budget/Pricing

The anticipated budget for the initial term of the Contract (Phase 2) will be in the region of £60,000 - £75,000 (ex VAT).

#### QUESTIONS AND CONTACT DETAILS

All requests for clarification (whether in relation to this document, the requirement or the Tender Submission Document) should be submitted as soon as possible in writing via Defra's e-tendering portal, Atamis (<https://defra-family.force.com/s/Welcome>) (using reference C29279):

A copy of all questions and answers raised will be maintained and distributed periodically to all recipients of the Invitation to Tender. If the Tenderer expresses that the question is confidential and the Customer agrees that it is then the response will be sent only to the Tenderer raising the question.

The Customer will circulate a complete list of answers via Defra's e-tendering portal, Atamis to all questions submitted by (up to and including) 08 July 2025, 12pm.

Questions received after this date may not be answered.

If you do not wish to submit a Tender, please notify the Customer via Defra's e-tendering portal.

Under no circumstances should you pass this document on to a third party.

## **2. REQUIREMENT (including Specification)**

### **EA's Nature and Biodiversity Footprint 2025-26 pilot**

#### **TENDER BACKGROUND**

Sustainability and evidence-based decision-making are central to the Customer's operations.

Following the successful quantification of carbon and resource footprints, the Customer intends to undertake a comprehensive assessment of its nature and biodiversity footprint.

For the purposes of this Tender 'nature' is defined as the abundance, diversity, integrity and resilience of species, ecosystems and natural processes.

The aim is to identify and quantify the impacts and dependencies of the EA's value chain on nature and biodiversity, forming the foundation for targeted, science-based management and disclosure reporting.

The footprint will be used to support the Customer's commitment to sustainability and to enable the management of their biodiversity impacts with the same rigour as their climate impacts, aligning with science-based targets (SBTN), Taskforce on Nature-related Financial Disclosures (TNFD) recommendations and the Global Biodiversity Framework.

The baseline year for the footprints is 2019/20.

The Customer is developing the footprint by taking a phased process, guided by the double materiality approach and a screening assessment undertaken in a Phase 1 scoping project carried out in early 2025. This was used to develop the scope for the footprint to be undertaken in the next stages, Phases 2 and 3.

The Phase 1 project clarified the following aspects of the footprint boundary:

The Environment Agency's value chain stages.

The most financially material activities, using accounts and procurement spend data.

The activities with the most material environmental impacts.

The activities with the most material environmental dependencies.

The available sources of data to inform the footprint.

A more comprehensive nature and biodiversity footprint will be published in 2027.

#### **SPECIFICATION**

#### **REQUIREMENT SUMMARY**

The objectives of Phase 2 of the Nature and Biodiversity Footprint Pilot are:

1. develop a repeatable methodology and a self-service tool(s) and,
2. pilot the footprint on selected activities identified in the previous Phase 1 project. See Table 1 below. The full Phase 1 report will be available to the successful Service Provider.

In Phase 3 (optional extension option) the scope from the Phase 2 pilot will be expanded to include the remaining activities identified in Phase 1. Phase 3 will need to be completed by 31 December 2026.

At Phase 2, the scope and operational boundary of the footprint will include developing a baseline for 2019/20 for a limited number of the Customer's activities that were mapped to the International Standard Industrial Classification (ISIC) codes during the Phase 1 project. This is to enable a screening assessment which should be performed using industry standard and publicly available materiality tools, e.g. ENCORE Natural Capital Tool.

Tenderers are invited to submit their own proposals regarding the conceptualization and structure of the pilot phase, particularly with respect to which of the activities and value chain stages identified in Phase 1 will be included in Phase 2 and which ones in 3. All proposals should be justified through a clear rationale that considers best practice and best meeting the Customer's requirements whilst ensuring value for money.

Stakeholder interviews will be necessary to explore, validate and confirm decisions and use of datasets throughout the project. These will be short virtual meetings based on specific technical questions rather than open question interviews. Stakeholders will be identified and contacts provided by the Customer. Tenderers should allow for 10 x 30-minute MS Teams meetings in your methodology proposal.

Table 1 below shows all the activities identified in the previous Phase 1 project, categorised by ISIC code.

## **Definitions**

**Value chain:** The full range of interactions, resources and relationships related to the Environment Agency's operating model and the external environment in which it operates. As a public body, this value chain refers to the interactions, resources and relationships that enable and result from the Environment Agency's delivery of its public duties and statutory responsibilities.

**Upstream:** All activities associated with and delivered by the Environment Agency's suppliers, such as production or cultivation of materials, sourcing of commodities or goods and the transportation of commodities. This includes activities delivered by contractors on behalf of the EA e.g. construction of new physical assets, waste and remediation works.

**Own operations:** Activities and processes directly controlled or managed by the organisation. This includes the organisation's facilities, assets, and operations where it has direct influence over decision-making and resource use.

**Downstream activities:** Activities and processes linked to the public services, outcomes and physical resources provided by the Environment Agency. This includes the use, reuse, recovery, recycling and final decommissioning of assets and resources, as well as outcomes generated through the environmental advice and regulation provided to businesses and citizens, and EA grants.

**Table 1**

Sector in scope	Explanation and EA impacts and dependencies	Upstream	Own operations	Downstream activities
4220 Construction of utility projects & 429 Construction of other civil engineering projects	Screened as likely the largest areas of spend and impact by the EA through role in delivering and maintaining flood defence infrastructure	X	X	X
0322 Freshwater Aquaculture	EA's restocking role and the impact and dependency on nature of its fish breeding operations that support this		X	X
8130 Landscape care and maintenance services	Impacts of EA's activities in mitigation, creation, enhancement, of habitats as well as dependencies on others' landscape care and maintenance for ecosystem services that help deliver its outcomes	X	X	X
3600 Water collection, treatment and supply	Impacts of EA's role in regulation of the water sector, undertaking water pumping as part of its flood work and in remediating legacy sites		X	X
0610 Extraction of crude petroleum, 1920 Manufacture of refined petroleum products, and 2910 Manufacture of motor vehicles i.e. fuel use from fleet	EA fleet could be an area of large impact	X		
7710 Renting and leasing of motor vehicles	EA fleet could be an area of large impact	X		
7120 Research and development activities / technical testing and analysis	EA's role in R&D and environmental monitoring		X	
8411 Public administration 8412 Regulation	Downstream impacts of EA regulatory activities		X	X



Sector in scope	Explanation and EA impacts and dependencies	Upstream	Own operations	Downstream activities
3821 3822 Waste treatment and disposal / 3811 3812 Waste collection / 3900 Remediation activities and other waste management services	EA delivers or procures contractors to undertake remediation works, EA regulation of waste sector	X	X	X

## **Exclusions**

Of the sectors and activities screened at Phase 1, the following sectors and activities are **excluded** from the scope of Phases 2 and 3:

- Electricity production fossil fuels, Electricity production biomass, Electricity production nuclear, and Electricity production wind energy: it is assumed that the EA's work on carbon will already account for much of this and (unless there are clear ways to ensure that the electricity purchased is from specific sources) the main mitigation for the nature-related impacts and dependencies of electricity use will be related to increases in energy efficiency, already part of the EA's carbon footprinting work.
- Other procurement categories: further scoping work is needed to understand procurement spend data reviewed at Phase 1 to screen for impacts and dependencies e.g. clothing and PPE.
- Fishing: ISIC description does not align with Customer's activities which are better reflected by Aquaculture.

More refined descriptions of the Customer's activities (own operations) and procurement spend (upstream) and mapping to ISIC codes may need to be developed at Phases 2 and 3.

## **Measurement framework and metrics**

The nature and biodiversity footprint will adopt the TNFD framework at Phase 2 as the overarching methodological framework. This is because the Customer wants to be able to monitor and report in line with relevant international standards, and demonstrate a robust, evidence-led approach, with credible metrics.

Following an analysis of the strengths and weaknesses of alternative approaches during Phase 1, the Customer considers the TNFD to be the most adaptable relevant framework available.

The TNFD has already been applied by public sector organisations in the UK, with work in progress by others. Tools endorsed by the TNFD should be used to support the application of this framework to the footprint at Phase 2.

At Phase 2, the baseline for 2019/20 should seek to estimate impacts and dependencies metrics guided by the TNFD global core metrics and relevant sector-specific core

metrics. The TNFD allows for some flexibility as to which metrics should be considered and disclosed against. It may not be possible for the Customer to achieve disclosures against all core metrics with the data currently available in Phase 2, although it is likely to have existing data available to more easily estimate some of the metrics.

At Phase 2 the Customer would seek to undertake a metric mapping exercise with the successful Service Provider to identify alignment of the TNFD metrics with its own reporting and outcome metrics. In particular, the Customer wishes to explore the use of natural capital metrics where possible and appropriate, reflecting the use of these metrics as outcome measures elsewhere in the organisation.

## **Data Plan**

The Customer will provide the following datasets (or relevant extracts) in an accessible format for the baseline year 2019/20 and latest year of data available:

- Procurement spend with break down into more detailed goods and services categories.
- Environment Agency Resource Consumption Footprint: extract of spend, materials, volume and impact metrics data by product for the “top 30” spend items across all goods categories. NB: this is not a complete data set – there are large gaps.
- Environment Agency Carbon Footprint baseline spreadsheet with apportionment to relevant activity / spend item.
- Consolidated GIS shapefile for the EA’s estate as used in the Natural Capital Account including attributes on operational usage and habitat type.
- Consolidated GIS shapefile for EA assets outside of the EA’s land estate including attribute detailing type of asset e.g. pumping station, flood defence.
- Natural Capital Account summary report and Natural Capital Register and Account Tool.
- Consolidated GIS shapefile for locations of projects in the Conservation Projects with unique identifier to enable cross reference with the Excel database of metrics.
- Consolidated GIS shapefile showing locations of habitat creation and enhancement of area and linear habitats, and accompanying spreadsheet databases.

Data transformations should set out any assumptions and limitations and provide an overall picture for impacts and dependencies on nature across the Environment Agency’s value chain.

## **Datasets available**

The section below provides information about the key datasets available.

### **Resource Consumption Footprint**

The resource consumption footprint assesses the consumption of physical resources that are purchased for the EA and its operations. 18 impact indicators are assessed across environmental, economic, and social impact criteria.

The methodology to measure, track and report the EA’s resource consumption footprint (appreciating data gaps) entails: 1. Consumption assessment - Quantify total resources purchased for reporting period and identify consumption hotspots across the organisation for different resource types. 2. Impact assessment - Quantify environmental, economic, and social upstream impacts of most material resources and identify supply chain hotspots (using Life Cycle Inventory database Ecoinvent: This will require purchasing a licence). 3. Apex assessment - Derive footprint index to support internal tracking and quarterly reporting of targets to reduce impact of signature resources (NB: this apex assessment is on hold and not currently in use). Includes the



Mean Species Abundance impact of the Environment Agency's purchasing footprint, disaggregated by material type.

Format: raw data, methodology and outcome reports, and Excel-based analytical tool. Baseline year 2019/20.

### **Carbon Footprint**

EA's Carbon Footprint accounts for emissions arising from water, waste, facilities management and operational energy use, transport, fuel, asset construction, IT, commuting and homeworking, vehicle embodied carbon, fuel production, hotel stays and supply chain scope 1 and 2 emissions.

The methodology report describes the data sources and methodologies used to aggregate and apportion the EA's 2019/20 baseline carbon footprint.

Format: Excel calculation tool and annual raw data spreadsheets dating to 2019/20.

More information on our Net Zero targets and roadmap are online at and [The Environment Agency: Reaching net zero by 2030](#).

### **Conservation Projects Database**

All projects that deliver benefits to biodiversity, whether on the ground, such as wildlife-rich habitat creation or partnership projects, or in the form of survey and research, where the Environment Agency have spent more than £1,000 on something other than staff time in the reporting year, regardless of which department the funding has come from. Contains habitat type and amount, species intervention, grid reference (single central point not a GIS polygon), qualitative benefits description.

Format: Access database, with data and annual summary reports dating back to 2010.

### **Natural Capital Account for Environment Agency Estate**

Format: Completed Natural Capital Register and Account Tool, dating back to 2019/20. Input data is CORINE landcover, cut to GIS shapefile of the EA Estate.

### **Natural capital valuation of Environment Agency annual report and accounts outcome delivery**

A valuation of the benefits of our work in natural capital terms, based on the Conservation Projects Database and outcomes reported in the [Environment Agency Annual Report and Accounts](#). Dating back to 2020/21.

Format: Reports and calculations based on performance against corporate scorecard KPIs.

### **Other KPI reporting data**

The Environment Agency Corporate Scorecard sets out some of the measures and metrics used to track performance. It can be viewed here [Environment Agency corporate scorecard - GOV.UK](#). Datasets for activities detailed in the Corporate Scorecard are available.

The Annual Report and Accounts also contain performance measures and metrics. Datasets for activities detailed in the Annual Report are available.

The Environment Agency also publish a number of datasets that may be relevant for footprinting through Open Data [Environment Agency Datasets - data.gov.uk](https://data.gov.uk).

## **Data management plan**

- The Service Provider is responsible for informing the Customer of any data licenses identified as required as soon as they have been established. For example, this will apply to GIS layers capturing Environment Agency land which are derived from a licensed product from HM Land Registry; Ecoinvent database licence.
- Geospatial data will be provided by the Customer and stored by the Service Provider as ESRI GIS shapefile formats.
- Numerical datasets will be stored using Microsoft Excel.
- The data should be considered confidential and commercially sensitive: access will be restricted to project team members within the Customer and the Service Provider only.
- Data transfers should take place using secure file transfers enabled by the supplier.
- The Service Provider should produce and manage a data log, accessible to the Customer's project team, recording data received and flagging any issues e.g. known limitations, format errors, transformations made and implications.
- The Customer will be responsible for ensuring quality assurance (QA) of data provided to the Service Provider. The Service Provider will undertake quality assurance checks for the data being used as inputs to the footprint.
- A risk-based approach to data QA should be used, with high level sense checks across all datasets, and deeper dives into datasets with the potential to drive overall results. QA processes and insights should be used to inform the interpretation of results and be included in the project report.
- Both the Carbon Footprint and Resource Consumption Footprint are evolving and developing tools that will be themselves subject to change during Phase 2 and beyond. It is therefore important that any automated data export processes (e.g. Excel lookups in other sheets managed by other seems) are resilient to changes in the format and location of these other footprinting tools and datasets.

## Intellectual Property Rights (IPRs)

- All Project Specific IPRs generated as a result of the Services delivered by the Service Provider through the Contract (including the calculation tool, data sets, user guides etc) shall belong to the Customer unless otherwise agreed in writing by the Customer. All results generated from, and all information obtained by the Service Provider from the Customer through the execution of the Contract will at all times remain the property of the Customer. The Service Provider is not permitted to use for their own purposes or pass on to others information so gained. Any use or disclosure of such information will result in termination of the Contract and possible prosecution. The Customer retains full intellectual property ownership and rights to all Project Specific IPR generated as a result of the Services delivered under this Contract.
- Each Party keeps ownership of its own Pre-Existing IPR.
- The Service Provider gives the Customer a non-exclusive, perpetual, royalty free, irrevocable, transferable worldwide licence to use, change and sub-license the Service Provider's Existing IPR to enable the Customer to both:
  - receive and use the Deliverables
  - use the IPR generated as a result of the Services delivered under the Contract
- The Customer gives the Service Provider a licence to use any existing IPRs and the Project Specific IPR which the Service Provider reasonably requires for the purpose of fulfilling its obligations during the term of the Contract.
- The Customer retains the right to license the calculation tool to the Service Provider (and other third-parties) under an [Open Government Licence](#) (OGL). This license allows for free, royalty-free use and reuse of the tool, provided that appropriate attribution is given acknowledging the source of the information.  
Dependent on the amount of the Service Provider pre-existing IP in the final product, should the Customer's [Conditional License](#) be deemed more appropriate to protect the Service Provider's pre-existing IPR, this option will be agreed between the Customer and the Service Provider.

## Phase 2 - Core Deliverables

1. A calculation tool (spreadsheet or similar tool) that holds the piloted data and calculates the 2019/20 baseline footprint, and which allows the Customer to expand the number of activities included in the baseline footprint. This tool should enable the Customer to run its nature footprint independently for future years beyond the baseline established at Phase 2 and be flexible enough to incorporate new data as this becomes available in future years/iterations.

**NB:** this tool should **not** be a licensed product, or an externally hosted website, or a bespoke IT system.

2. A user guide for the resource/tool developed under Deliverable 1 (may be within the tool).
3. Spreadsheet of input data and calculations for key metrics (may be within the tool).
4. Data logic map showing data source, transformations and calculations, any QA, and metrics it supports (may be within the Phase 2 report).
5. Draft Phase 2 report including the step-by-step methodology and results.
6. Final Phase 2 report including the step-by-step methodology and results, including assumptions within, and limitations of, the methodology.

## Phase 2 - Milestones

A high-level timeline for the project is presented in Table 2 below. This is to provide an indicative timetable for delivery of the work during the Initial Period of the Contract with the precise deadlines and timings to be agreed with the successful Service Provider. All Deliverables to be completed by 16 March 2026.

**NB:** Completion dates below may be amended to be earlier based on the Service Provider's proposed project timeline.

**Table 2**

Deliverable	Description	Responsible Party	Estimated date of completion
Start-up meeting		Customer and Service Provider	August 2025
Completed review to be discussed within Project Management meeting and decisions documented by email	<p>Service Provider to complete a review of:</p> <ul style="list-style-type: none"> <li>• Conclusions from the Phase 1 report and Customer's datasets (datasets provided by Customer)</li> <li>• List of selected material activities for inclusion in Phase 2</li> <li>• Stakeholder mapping</li> <li>• Refined sector-activity mapping</li> <li>• Refined screening and prioritisation for own operations, supply chain and downstream</li> </ul>	Service Provider	31 August 2025



Deliverable	Description	Responsible Party	Estimated date of completion
Draft metrics	<p>Draft metrics for discussion and agreement.</p> <p>A metric mapping exercise to identify alignment of the TNFD metrics with the Customer's own reporting and outcome metrics. Once agreed, the metrics will be applied in the tool and calculations.</p>	Service Provider	W/C 1 September 2025
Draft tool v1, with user guide	For piloting/testing, comment and review: Draft version 1 of the footprint data and calculation tool, with user guide	Service Provider	W/C 10 November 2025
Stakeholder interviews	10 x 30-minute MS Teams stakeholder interviews (Stakeholders identified by the Customer)	Service Provider	31 January 2026
Draft Phase 2 report	For comment and review: Draft version of the report summarising the project activities, findings and outcomes, methodology and limitations.	Service Provider	W/C 16 February 2026
Draft tool v2, with user guide	For comment and review: Draft version 2 of the footprint data and calculation tool, with user guide, and spreadsheet of input data and calculations for key metrics (may be within the tool).	Service Provider	16 February 2026
Final tool, with user guide	Final version of the footprint data and calculation tool, with user guide.	Service Provider	16 March 2026
Final Phase 2 report	Final version of the report summarising the Project activities, findings and outcomes, methodology, data logic map showing data source, transformations and calculations, any QA, and metrics it supports, limitations, and recommendations.	Service Provider	16 March 2026

### Phase 3 (optional extension) indicative timings and anticipated core Deliverables

Deliverables and Milestones for Phase 3 will be confirmed once all the agreed Phase 2 Deliverables have been completed, and the optional extension has been agreed and confirmed following the Variation procedure set out in clause 32 of the Framework Schedule 3 – form of contract and call-off terms.

Table 3 shows the anticipated core Deliverables for Phase 3 in 2026/27.

**Table 3**

Reference	Deliverable	Responsible Party	Estimated date of completion
Review meeting	To discuss and agree the project plan for Phase 3, review risk register and any changes to personnel.	Customer and Service Provider	April 2026
Data request	List of activities and datasets required for Phase 3.	Service Provider	By end of April 2026
Data Visualisations	Proposal for visualisations of Footprint tool data insights and highlights to be agreed.	Service Provider	By end of May 2026
Draft end of Phase 3 Report	Draft report for review including:  6. Project activities, findings and outcomes 7. methodology 8. data logic map showing data source transformations and calculations, any QA, and metrics it supports 9. limitations 10. recommendations on automation of data workflows.	Service Provider	By end of October 2026
Completed Nature and Biodiversity Footprint Tool	Footprint tool populated with all activities and datasets as agreed at the data request milestone.	Service Provider	16 November 2026



Reference	Deliverable	Responsible Party	Estimated date of completion
Completed data visualisations	Visualisations of Footprint tool data insights and highlights	Service Provider	16 November 2026
Final end of Phase 3 Report	Final report including: <ol style="list-style-type: none"> <li>7. Project activities, findings and outcomes</li> <li>8. methodology</li> <li>9. data logic map showing data source transformations and calculations, any QA, and metrics it supports</li> <li>10. limitations</li> <li>11. recommendations on automation of data workflows</li> <li>12. recommendations on actions to address nature-related risks and opportunities</li> </ol>	Service Provider	30 November 2026

### Additional Deliverables at Phase 3

The following Deliverables are considered to be additional to the core Deliverables listed in the section above. The Customer retains the discretion to determine whether they will be included in the Contract, subject to budget availability and time constraints:

- Completed population into the tool created in Phase 2 of all the material activities in Table 1 (Phase 1) plus any additional activities identified as material during Phase 2.
- Simple and accessible visualisation summarising Phase 2 and 3 insights and numerical highlights for available metrics.
- Recommendations on future automation of data workflows post Phase 3.
- Recommendations to help address nature-related risks and opportunities across the Environment Agency value chain for the activities included in Phase 3.
- Written concise guidance on steps the Environment Agency should take to complete TNFD reporting and set science-based aligned targets.

## Reporting Requirements

The Customer will be responsible for developing and convening the Project Steering Group.

The Service Provider will hold the following meetings with the Customer on MS Teams:

- Start-up meeting
- Fortnightly project management meetings to provide updates on progress, discuss key concerns and delivery risk. The estimated duration of these meetings will be 1 hour.
- 4 x 2-hour project steering group meetings

The Service Provider will provide the following progress reports to the Customer's Project Manager:

- Draft End of Phase 2 Report.
- End of Phase 2 Report.
- Draft End of Phase 3 Report.
- End of Phase 3 Report.

## **SUSTAINABILITY**

The Environment Agency protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains.

The successful Service Provider is expected to share this commitment and adopt a sound, proactive sustainable approach in keeping with the eMission2030 EA's sustainability strategy and their commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to: resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity and inclusion, social value community impacts.

As a delivery partner, the successful Service Provider is expected to pursue sustainability in their operations and supply chain, thereby ensuring the Customer is not contracting with a provider whose operational outputs run contrary to the EA's objectives.

The successful Service Provider will need to approach the sustainability aspects of the project with a focus on the entire life cycle of the project.

## **SPECIFICATION**

The general specification and Lot specific specifications detailed above make up the requirement under this Framework Agreement.

Whilst the specification set out above is intended to provide a broad indication of the Services required as part of the Framework, it should be considered as being sufficiently



flexible to Customers' needs, provided that such variation does not conflict with the requirements of the Public Contract Regulations 2015. This means that Customer requirements may be more precisely formulated but should not be substantially amended from the terms set out in the Framework Agreement and the context of this specification.

Therefore, any such localised variation reflected in a Customer Call-Off Contract must remain broadly within the reasonable bounds of the Services described herein.

## **INTRODUCTION**

This Specification sets out the general provisions that shall apply to all contracts awarded under the Framework (across all Lots). Since the range of requirements which will arise from potential Customers is very wide, no individual elements of work are singled out under each Lot (or Sub-Lot where relevant). However, as an indication, typical requirements where Customers may seek consultancy input and support within each Lot (or Sub-Lot) are outlined after the 'General Requirements (All Lots)' section within the specification above.

While Tenderers are not expected to specialise in all of the Services listed within the description for each Lot or Sub-Lot, Tenderers must be able to offer a broad base of Consultancy advice within each Lot or Sub-Lot as follows:

- Lot 1 Business Services
- Lot 2 Finance and Governance
  - 2a Audit Consultancy
  - 2b Internal Audit Services
  - 2c External Audit Services
  - 2d General Finance
  - 2e Procurement
  - 2f Revenues and Benefits
  - 2g Tax
  - 2h Treasury Management
- Lot 3 Food and Catering
- Lot 4 Health and Social Care
  - 4a Public Health
  - 4b Social Care (Adults)
  - 4c Social Care (Children)
- Lot 5 Highways, Traffic and Transport

- Lot 6 IT
  - 6a Operational IT
  - 6b Strategic IT
- Lot 7 Leisure, Culture and Tourism
- Lot 8 Property and Environment
  - 8a Asset Management and Delivery
  - 8b Environmental and Sustainability
  - 8c Facilities Management
  - 8d Health and Safety
  - 8e Housing and Housing Support
  - 8f Planning, Valuation and Structure
  - 8g Regeneration and Regional Development
  - 8h Waste and Recycling
- Lot 9 Research and Marketing
  - 9a Community Research and Engagement
  - 9b Marketing, Communications and PR
- Lot 10 Strategic Projects

## **DEFINITION OF A CONSULTANT**

For the purpose of this Framework and Specification, a “Consultant” is defined as an individual, agency or organisation who is employed, usually on a fee basis, to facilitate decision making by providing:

- Expert analysis/design and advice; and/or
- Performing a specific task/s; and/or
- Involving skills or perspectives

all of which falls outside of a Customer organisation’s expertise, knowledge or experience and should only be arranged for a defined period of time to carry out specific, finite or ‘one-off’ projects.

A Consultant is not:

- A contracted-out service, essentially routine, for a specified duration;
- A staff substitute to be used when insufficient staff are available to complete day to day works;

- To have any form of delegated authority or to manage any employees;
- To be employed under a contract of employment.

“Consultancy” furthermore is defined as the provision of advice relating to strategy, structure, management or operations of an organisation in pursuit of its purposes and objectives. Such advice is provided outside the ‘business-as-usual’ environment when in-house skills are not available and will be time-limited. Consultancy may include the identification of options with recommendations, or assistance with (but not the delivery of) the implementation of solutions.

## **DEFINITION OF A PROJECT**

A “Project” is defined as a temporary and unique piece of planned work or activity over a defined period of time, intending to achieve a particular purpose or to accomplish a singular objective or multiple objectives.

The Customer will establish their Project details based around their requirement and desired objective/s at that time. The Customer will then call upon a Service Provider to help and assist in mobilising both internal and external resources to achieve their desired objective/s accordingly.

## **SOCIAL VALUE**

ESPO are committed to the ongoing aspect of social value and sustainability within the UK Public Sector. ESPO will look to work with Service Providers in respect of continuously supporting and driving social value and sustainability outputs from this Framework.

The Service Provider shall work with ESPO and Customers to support social value and sustainability targets and improvements within local economies.

The Service Provider shall work proactively with their supply chains to promote and support social value and sustainability targets and improvements within local economies.

The Service Provider shall report to ESPO and the Customer details of the Social Value delivered to each Customer as part of the quarterly management information in accordance with Framework schedule 7 and Framework schedule 10 of Appendix A - Framework Agreement.

The Service Providers shall, as and when reasonably requested by ESPO, provide reports to ESPO to outline the social value achieved with Customers and via the Framework. The detail, scope and frequency of such reporting is to be agreed between ESPO and the Service Provider.

The Service Provider shall be expected to carefully assess the financial, environmental and social impact of the provision of services at all times throughout the life of the Framework (and subsequent Customer contracts where this may extend beyond the life of the Framework).

## **GENERAL REQUIREMENTS (ALL LOTS)**

The following general provisions shall apply to all Call-Off Contracts via the Framework. The Customer may expressly specify that one or more of these provisions does not apply to their particular Call-Off Contract at that time. Unless such express exclusion is documented, however, the following will prevail.

### **1. COMMISSIONING PROJECTS**

1.1 In response to the Customer's Project brief, the Service Provider shall:

1.1.1 Submit a project plan, outlining:

- i. Methodology(s) to be used;
- ii. Project management and work planning techniques to be employed;
- iii. Anticipated timescales for delivery of the Project;
- iv. Resources, materials and personnel to be deployed on the Project;
- v. How risks will be managed;
- vi. How the Project will be reviewed, knowledge transferred and lessons learnt; and
- vii. The overall price based on the above.

1.1.2 Provide a communication plan detailing their proposed engagement with the Customer throughout the Project. This should encompass:

- i. Updates on the Project status and review meetings as necessary;
- ii. Identification of stakeholders and how they will be kept informed; and
- iii. Method and frequency of communication with these stakeholders.

1.1.3 Demonstrate appropriate experience, capabilities and knowledge to meet the specific requirements of the Project, including sound knowledge of policy and legislative background relating to local government and the wider public sector.

1.1.4 Agree with the Customer criteria and deadlines for final completion of the Project where applicable.

### **2. PROJECT DELIVERY**

2.1 The Service Provider and Consultant shall carry out their duties in compliance

with the terms of the Customer's Project brief and provisions made in their Tender submission and all subsequent instructions of the Customer which shall be confirmed in writing so far as such instructions are applicable to the Services hereunder agreed to be performed by them. In case of conflict between the terms of the Customer's Project brief and any subsequent instructions, the subsequent instructions shall prevail.

- 2.2 The Service Provider and Consultant shall exercise reasonable skill, care and diligence in performance of all duties agreed to be performed by them.
- 2.3 The Service Provider shall obtain the written prior approval of the Customer to any modification of any instruction earlier approved by the Customer.
- 2.4 If requested to do so by the Customer, the Service Provider shall undertake any additional work (not covered by the Customer's Project brief) as may be necessary in connection with the Project. Prior to undertaking any additional work, the Customer and the Service Provider must complete and sign a change order form to avoid any scope creep to the Project.
- 2.5 The Consultant shall in connection with the Project:
  - 2.5.1 Undertake all necessary enquiries, surveys and investigations;
  - 2.5.2 Submit reports to the Customer on the Project no later than the dates specified by the Customer unless otherwise agreed in writing;
  - 2.5.3 Deliver presentations to senior management, the general public or other stakeholders, as agreed at Project outset or as reasonably required during the course of the Project; and
  - 2.5.4 Deliver the Project outcomes and objectives within any timescales agreed at the Project outset.
- 2.6 The Service Provider and Consultant shall provide their own administrative and technology support and consumables when undertaking Services on behalf of the Customer.
- 2.7 The Service Provider and Consultant shall comply with the Customer's policy Framework and Constitution.

### **3. SERVICE PROVIDER'S STAFF**

- 3.1 The Service Provider will ensure that it has a suitable structure and level of resource in place to deliver the Services called for under the Framework.
- 3.2 Once operational, significant changes in the assigned personnel will not be made without prior written consent of the Customer, such consent will not be refused unreasonably.
- 3.3 The Service Provider shall advise the Customer as soon as reasonably practicable in the event of a change in personnel during the delivery of Services.
- 3.4 The Service Provider shall ensure that all personnel and other persons providing the Services are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the Services and in particular to ensure adequate discharge of the Service Provider's obligation in relation to:
  - 3.4.1 The task or tasks such a person has to perform;

3.4.2 All relevant provisions of the agreement; and

3.4.3 All relevant policies, rules, procedures and standards of the Customer.

3.5 The Service Provider shall have processes and procedures to manage business continuity and ensure effective recruitment and retention of Consultants.

3.6 The Customer may request the removal of any of the Service Provider's staff whom the Customer reasonably believes to be unsuitable. Such request may be made if the Customer considers the staff member to be insufficiently skilled or competent, or to be guilty of misconduct (for example, but not limited to, assault, abuse or harassment).

3.7 For each member of staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty, the Service Provider shall ensure that a police check and such other checks as may be carried out through the Disclosure and Barring Service are completed. The Service Provider shall not (and shall ensure that any sub-contractor shall not) engage or continue to employ in the provision of the Services any person who has a relevant conviction or inappropriate record.

#### **4. LOCATION OF SERVICES**

4.1 The Service Provider shall deliver Services in any reasonable location as specified by the Customer. This may be the Customer's base location or another location as may be required.

4.2 Elements of the Services may also be delivered remotely at the Consultant's base location where agreed.

4.3 Known locations of required service delivery should be highlighted by the Customer to the Service Provider and Consultant at the outset of the Project. Any changes or additional locations as may be required should be shared with the Service Provider and Consultant by the Customer as soon as reasonably possible.

#### **5. PAYMENT OF SERVICES**

##### **Day Rates**

5.1 Unless otherwise agreed, the Service Provider shall charge the Customer for their Services based on a standard economic unit of a rate per day per grade of Consultant.

5.2 The rates specified by the Service Provider as part of this Tender shall prevail in the event the Customer decides to place a direct award under the Framework. These rates are to be capped throughout the Customer Contract.

5.3 Where the Customer seeks to conduct a further competition under the Framework, the Service Provider may offer more competitive rates to suit the specifics of the Customers Call-Off Contract. The rates quoted in comparable further competitions must not however exceed the equivalent rates quoted in this Tender.

5.4 The Service Provider shall not permit the day rates charged to the Customer, or the day rates charged in respect of any constituent element of the Services, to exceed the relevant sums set out in the Service Provider's Tender without the prior approval in writing of the Customer.

5.5 Customers may elect to invite bids during the further competition process

using a range of other commercial models such as (but not limited to):

- 5.5.1 Fixed payment;
- 5.5.2 Staged-payment;
- 5.5.3 Contingency payment;
- 5.5.4 Return on investment (ROI); and
- 5.5.5 Any other reasonable model as specified by the Customer

Such models however should be based on the day rates tendered within this Framework Agreement.

### **Standard Working Day**

- 5.6 The standard working day shall be agreed between the Service Provider and the Customer; however, in any event, the minimum number of hours within a standard working day shall be eight (8) hours (exclusive of breaks). No overtime or other enhancement to the Maximum Day Rates shall be paid by the Customer to the Service Provider, regardless of how many hours are worked during the day.

### **Expenses**

- 5.7 Where the Consultant is required to deliver Services beyond the Consultant's base location, the Service Provider may charge the Customer for any reasonable expenses incurred. All expenses charged shall be in accordance with, and shall not exceed the Customer's travel and subsistence policy.
- 5.8 It will be the Service Provider's responsibility to make themselves aware of the Customer's travel and subsistence policy prior to incurring travel and subsistence costs.
- 5.9 Where a travel and subsistence policy does not exist, the Service Provider and the Customer shall agree a mechanism as to how expenses will be reasonably charged.
- 5.10 Claims for payment are to be accompanied by VAT receipts.
- 5.11 For the avoidance of doubt, no expenses shall be paid by the Customer to the Service Provider in relation to the cost of providing resources to work at the Consultant's base location.

### **Payment and Invoicing**

- 5.12 Unless otherwise agreed with the Customer and subject to clause 5.15 below, the Customer shall pay the Service Provider all invoices that are not in dispute within thirty (30) days of receipt.
- 5.13 It is envisaged that the Customer will require a single consolidated invoice, although, where specified, the Customer may require a small number of departmental invoices.
- 5.14 The Service Provider shall in their accounts provide information as may be required by the Customer to enable financial control over the Project to be exercised by the Customer. Where accounts are submitted these shall indicate expenditure in respect of work completed on individual tasks. The Service Provider shall afford facilities at all reasonable times for their books of accounts, vouchers and records relevant to the Project to be inspected by a person to be agreed between the Service Provider and the Customer for the purposes of verifying the Service Provider's claims for payment. Where



required by the Customer claims for fees and reimbursable expenses shall be supported by the auditor's certificates.

- 5.15 The Service Provider will provide the Customer with a range of methods in which invoices can be raised and paid. Such payment methods and options will be agreed with the Customer prior to the commencement of their Call-Off Contract.
- 5.16 Should there be a dispute regarding the fee or expenses payable to the Service Provider, the Customer reserves the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Service Provider will ensure that any consolidated invoices do not include such amounts so as not to delay payment of the remaining authorised sums.
- 5.17 The Service Provider and Consultant shall follow the Contract Procedure Rules of the Customer, and the Customer's Standard Financial Instructions where required.

## **6. PROJECT DOCUMENTS**

- 6.1 The Customer shall be entitled to the copyright of all documentation and other material produced for the purpose of the Project by the Service Provider or Consultant under their direction or supervision.
- 6.2 The Service Provider or Consultant shall not use any such documents or material for any purpose other than the Project without the written prior agreement of the Customer.

## **7. CONTRACT MANAGEMENT**

- 7.1 The Service Provider shall nominate an account manager to manage the Framework who shall be the primary and single point of contact for Customers accessing the Framework. The Service Provider shall immediately notify ESPO and the Customer if the nominated account manager is to change.
- 7.2 The Service Provider and/or Consultant shall, as the Project proceeds, consult the Customer and keep them informed in all matters connected with the Project, in such manners required by the Customer or any person, bodies or authority having statutory powers or rights in connection with the Project.
- 7.3 The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives and targets with the Customer prior to the start of the Project, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives and targets.
- 7.4 The Service Provider shall send the appropriate Consultant or personnel to all meetings convened by the Customer in connection with the Project to which they may be invited, including regular progress meetings. The Customer reserves the right to request any additional meetings where necessary to address any matters between the review meetings. Attendance at such meetings will be at no additional cost to the Customer.
- 7.5 The Service Provider will be proactive when managing contracts under the Framework including but not limited to:
  - 7.5.1 Dealing with and resolving complaints; and
  - 7.5.2 Dealing with slippages in performance or Project deliverables.



The Service Provider and/or Consultant shall also be proactive in raising with the Customer any opportunities and/or issues (potential or actual) that are affecting or may affect the above.

## **8. COMPLAINTS**

- 8.1 The Service Provider will have in place a comprehensive and accessible procedure for dealing with complaints or problems raised or experienced by the Customer or its service users. A copy of the Service Provider's complaints procedure will be provided to the Customer on the implementation/commencement of Services.
- 8.2 The Service Provider's complaints procedure shall ensure that all complaints are logged, investigated and resolved accordingly in a timely manner with:
  - 8.2.1 Verbal complaints responded to with a written response within 3 working days; and
  - 8.2.2 Written complaints acknowledged and responded to with a written response within 5 working days.
- 8.3 In the event the Service Provider is not able to provide a written response within the timescales specified in Clause 8.2 above, the Service Provider and/or Consultant shall advise the Customer of this and will provide a realistic timescale of when a response is likely to be provided. The Service Provider and/or Consultant will provide the Customer with regular updates as may be agreed between the parties.
- 8.4 In event the Customer is not satisfied with the response provided by the Service Provider to a complaint made, the Service Provider will execute an appropriate escalation procedure with defined timescales and respond to the Customer by no later than 5 working days after Customer contact.
- 8.5 Where the Customer makes a complaint during a Project (i.e. because the Consultant has not arrived on time or is inadequately qualified, etc.) the Service Provider shall ensure that the complaint is dealt with a matter of urgency and will attempt to resolve the complaint straightaway where possible.
- 8.6 The Service Provider will provide the Customer with regular management information as per Clause 10 below on the number of complaints made under their Call-Off Contract. Where requested by the Customer, the Service Provider will provide more in-depth details of complaints, including (but not limited to): date the complaint was made, nature of the complaint and the date/actions taken to resolve the complaint, etc.
- 8.7 In the event that similar complaints continue to occur throughout the Customer's Call-Off Contract and/or the number of complaints has reached an unacceptable level, the Customer reserves the right to hold additional meetings with the Service Provider at no extra cost in order to review and discuss the complaints made. Where appropriate, the Customer may decide to implement a performance improvement plan with the Service Provider until such time that all concerns have been satisfied.
- 8.8 The Service Provider will also provide its staff members and Sub-Contractors with an adequate complaint's procedure and an appropriate means of contacting them, in order to raise any complaints and resolve any issues. Such

means of contact shall be by telephone and/or email.

## **9. PERFORMANCE MANAGEMENT**

- 9.1 The Service Provider will internally monitor the quality and performance of Services delivered by them.
- 9.2 The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives, key performance indicators and service levels with the Customer prior to the start of their Call-Off Contract, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives, key performance indicators and service levels.
- 9.3 In the event the Service Provider and/or Consultant fails to meet the key performance indicators and service levels, the Customer will be entitled to execute the remedies contained in Clause 9 of the Customer Call-Off Terms and Conditions.
- 9.4 The Service Provider shall carry out reviews and/or spot checks on their Consultant and/or relevant staff performance in order to ensure Services are delivered in accordance with any relevant and applicable legislation, industry best practice and the requirements of the Customer's Call-Off Contract. The Service Provider shall operate a process for addressing different levels of poor performance, including the implementation of a plan to address the issues, project suspension or employment termination for serious breaches.
- 9.5 The Consultant or Service Provider will ensure that any feedback received from the Customer is shared with the Service Provider staff members concerned so that the Service Provider and/or Consultant can learn from the feedback given and act upon it. The Service Provider will also seek feedback from their staff members to identify any issues with the Service Provider or Consultant which are or may affect the Services being delivered.

## **10. MANAGEMENT INFORMATION**

### **For the Customer:**

- 10.1 The Service Provider shall provide management information on a periodic basis relative to all activity undertaken by the Service Provider as requested by the Customer.
- 10.2 The content and frequency of management information will be agreed with the Customer at the point of awarding a contract under a further competition, or before commissioning Services from the Service Provider.
- 10.3 Management information will be presented in a format which can be exported into MS Office Applications or other similar packages used by the Customer that can be used to manipulate data.
- 10.4 The Service Provider will provide management information to the Customer within a reasonable timescale (ideally within forty-eight (48) hours) and at no additional cost to the Customer.

### **For ESPO:**

- 10.5 The Service Provider agrees to provide ESPO with information relating to the Services procured and any payments made under the Framework.
- 10.6 The Service Provider shall supply management information to ESPO in

accordance with Schedule 7 of the Framework Agreement.

- 10.7 The Service Provider shall also supply ad-hoc management information to ESPO when they are appointed by a Customer to provide Services.
- 10.8 ESPO may be required to share management information with YPO. Sharing of such information will be on a strictly confidential basis.
- 10.9 Upon receipt of management information supplied by the Service Provider to ESPO, the Customer and the Service Provider hereby consent to ESPO and YPO:
  - 10.9.1 storing and analysing the management information and producing statistics;
  - 10.9.2 sharing management information or any statistics produced using the management information, with any other Customer. Any Customer receiving management information shall be informed of the confidential nature of that information and shall be requested not to disclose it to anybody who is not a Customer (unless required by law).
- 10.10 ESPO may, but not unreasonably, make changes to the management information which the Service Provider is required to supply and shall give the Service Provider reasonable notice of any such changes.
- 10.11 The Service Provider shall provide ESPO with their books of account in support of trading reports if requested to do so.

## **11. CONTINUOUS IMPROVEMENT**

- 11.1 The Service Provider will ensure that Service delivery is continually reviewed and addressed so that improvements are continuously incorporated into the Customer's Call-Off Contract.

## **12. ADDITIONAL CUSTOMER SPECIFIC REQUIREMENTS**

- 12.1 The Customer will specify prior to entering into a formal Call-Off Contract with the Service Provider any additional requirements they require the Service Provider to meet and/or provide.

## **13. SCOPE OF REQUIREMENTS (BY LOT)**

This section of the Specification outlines the general scope of requirements within each Lot (or Sub-Lot) of the Framework Agreement.

It is important to note that whilst the Services listed under each Lot (or Sub-Lot) are designed to be indicative of the types of Consultancy advice and support Customers using the Framework may require, these lists are not intended to be exhaustive. Similarly, in utilising the Lots (or Sub-Lot), Customers will not be restricted to seeking advice on specific Services listed under each Lot (providing that the advice they are seeking is relevant to the broad heading of the Lot).

It is the nature of Customers' requirements that will determine the Lot most appropriate to deliver the business need.

### **13.1 LOT 1 BUSINESS SERVICES**

13.1.1 This Lot is for Customers seeking a broad range of consultancy in relation to business services.

13.1.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

- Alternative delivery models
- Brexit preparedness, response and contingency planning
- Business continuity and resilience
- Business transformation
- Change management
- Corporate social responsibility
- Disaster recovery systems and testing
- HR and Payroll
- Improvement programmes
- Legislation compliance
- Organisational design and policy
- Pandemic preparedness, response and contingency planning
- Process mapping
- Programme management
- Project management
- Quality management
- Risk management and mitigation
- Service improvement
- Strategy development
- Supply chain management

## **13.2 LOT 2 FINANCE AND GOVERNANCE**

13.2.1 This Lot is for Customers seeking a broad range of consultancy in relation to finance and governance.

31.2.2 This Lot is divided in to six Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

### **Lot 2a Audit Consultancy**

- Audit assessments
- Audit consultancy
- Audit services
- Audit strategies and methodologies
- Benchmarking and quality assurance

- External audits
- Financial audits
- Governance, risk and internal control
- Internal audits
- **Lot 2b Internal Audit Services**
- Benchmarking and quality assurance
- Compliance reviewing
- Corporate governance
- Fraud investigation
- Internal control reviewing
- Internal audits
- Operational reviewing
- Risk management
- Specified purpose audits

#### **Lot 2c External Audit Services**

- Benchmarking and quality assurance
- Compliance reviewing
- Corporate governance
- External assurance services
- External audits
- Financial audit
- Fraud investigation
- Risk management
- Specified purpose audits
- Statutory audit

#### **Lot 2d General Finance**

- Actuary, investments and pensions
- Banking
- External funding
- Financial analysis and reporting
- Financial modelling and model reviews
- Financial options
- Financial reviews, evaluations and feasibility studies
- Financial policies and strategies
- Financial procedures and processes

- Funding applications and grants

#### **Lot 2e Procurement**

- Category management
- Contract management
- Corporate Social Responsibility
- E-sourcing
- Efficiencies and savings
- European and global sourcing
- Process mapping and optimisation
- Procurement strategy development and implementation
- Social Value
- Supplier integration
- Supplier relationship management
- Supply chain resilience

#### **Lot 2f Revenues and Benefits**

- Efficiency reviews
- Government returns
- Health check programmes
- Model adoptions
- Payment arrears

#### **Lot 2g Tax**

- CIS (Construction Industry Scheme)
- Compliance and advisory
- Corporation tax
- Efficiency schemes
- Employment tax
- Land tax
- NICs
- PAYE
- Policy development
- Stamp duty
- Tax accounting services
- Tax planning
- Tax technologies

- VAT

## **Lot 2h Treasury Management**

- Accounting treatment
- Credit ratings
- Codes of practice
- Debt management
- External loan portfolios
- Investment reviews and strategies
- Legislation
- Market conditions
- Prudential indicators
- Treasury management risks

## **13.3 LOT 3 FOOD AND CATERING**

13.3.1 This Lot is for Customers seeking a broad range of consultancy in relation to food and catering.

13.3.2 Service Providers included

within this Lot will be required (but not limited to) to provide advice and support in the following areas:

- Commercial feasibility and technical reviews
- Equipment and facilities
- Food and drink menus
- Food hygiene
- Healthy eating programmes
- Legislation compliance
- Nutrition
- Options appraisals

## **13.4 LOT 4 HEALTH AND SOCIAL CARE**

13.4.1 This Lot is for Customers seeking a broad range of consultancy in relation to health and social care.

13.4.2 This Lot is divided in to three Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

### **Lot 4a Public Health**

- Behavioural science

- Biostatistics
- Developing and implementing of public health schemes
- Environmental health
- Epidemiology
- Health education
- Health services administration
- Pandemic contingency

#### **Lot 4b Social Care (Adults)**

- Care toolkits
- Clinical evaluations
- Collaborative working arrangements
- Commissioning models
- Departmental and service reviews
- Demand management
- Health and social care integration
- Outreach programmes
- New service business cases
- Personalisation
- Safeguarding
- Service efficiency plans and improvements
- Service user pathways
- Technology developments

#### **Lot 4c Social Care (Children)**

- Care toolkits
- Clinical evaluations
- Collaborative working arrangements
- Commissioning models
- Demand management
- Departmental and service reviews
- New service business cases
- Outreach programmes
- Personalisation
- Safeguarding
- Service efficiency plans and improvements



- Service user pathways
- Technology developments

### **13.5 LOT 5 HIGHWAYS, TRAFFIC AND TRANSPORT**

13.5.1 This Lot is for Customers seeking a broad range of consultancy in relation to highways, traffic and transport.

13.5.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

- Cycle route planning or improvements
- Demand management
- Highways asset management strategies
- Impact assessments
- Intelligent transport systems
- Junction planning or improvements
- Pedestrian route planning or improvements
- Public transport route planning or improvements
- Road/Route safety
- Street and traffic management
- Transport and transport links
- Travel initiatives
- Travel plans and planning
- Transport planning and modelling

### **13.6 LOT 6 IT**

13.6.1 This Lot is for Customers seeking a broad range of consultancy in relation to IT.

13.6.2 This Lot is divided in to two Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

#### **Lot 6a Operational IT**

- Cloud Solutions
- Server solutions
- Software assurance
- Systems development and analysis
- Telecommunications
- Wireless solutions
- Cyber security solutions

## **Lot 6b Strategic IT**

- Capability assessment, review and development
- Cost analysis and projection
- Data Protection and cyber security
- Digital Strategy Development
- Disaster recovery
- Forecast, planning and strategy
- IT project and programme management
- Policy development, maintenance and review
- Process mapping and optimisation
- Risk assessment and risk management (specific to IT)

## **13.7 Lot 7 LEISURE, CULTURE AND TOURISM**

13.7.1 This Lot is for Customers seeking a broad range of consultancy in relation to leisure, culture and tourism.

13.7.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

- Commercial and efficiency reviews
- Funding and funding applications
- Increasing public use of services
- Management improvement programmes
- Outsourcing of services
- Service strategy design
- Sport and Library service studies
- Technical reviews
- Trusts and joint ventures

## **13.8 LOT 8 PROPERTY AND ENVIRONMENT**

13.8.1 This Lot is for Customers seeking a broad range of consultancy in relation to property and environment.

13.8.2 This Lot is divided in to eight Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

### **Lot 8a Asset Management and Delivery**

- Acquisitions
- Evaluations and reviews

- Liability
- Maintenance
- Management and delivery
- Mapping
- Rationalisation
- Remodelling
- Sale and disposal

### **Lot 8b Environmental and Sustainability**

- Assessments and appraisals
- Alternative energy
- Archaeology studies
- Biodiversity
- Carbon foot-printing and reduction
- Carbon reduction and climate change adaptation
- Climate change adaptation and mitigation
- Eco-towns
- Environmental audits
- Environmental initiatives
- Environmental legislation
- Energy efficiency and targets
- Flood alleviation and drainage
- Green technologies
- Heat networks
- Landscape management
- Mapping
- Modelling
- Pollution
- Resource efficiency behaviour change programmes
- Smart cities
- Sustainability
- Water management
- Waste auditing

### **Lot 8c Facilities Management**

- Delivery models
- Fire risk
- Hard FM consultancy
- Outsourcing of FM services
- Premises, caretaking and cleaning
- Property security
- Reorganisation of FM services
- Soft FM consultancy

### **Lot 8d Health and Safety**

- Accident statistics
- Assurance reports and model documentation
- COSHH and REACH
- H&S legislation
- H&S policies and management
- Inspections and audits
- Notices and corrective action plans
- Risk assessments and controls
- Safe working procedures

### **Lot 8e Housing and Housing Support**

- Benchmarking
- Development project management
- Governance
- Homelessness
- Housing needs and assessments
- Investment programmes
- Management and support
- Quality assurance
- Process mapping
- Regeneration project management
- Revenue optimisation and funding
- Risk and internal control

- Service improvement and performance
- Supported housing
- Tenant participation schemes
- Tenant scrutiny
- Transfers and de-commissioning

#### **Lot 8f Planning, Valuation and Infrastructure**

- Agricultural and retail planning
- Employment land reviews
- Local economic assessments
- Planning applications and appeals
- Planning legislation
- Planning taxes and levies
- Spatial planning
- Specialist planning

#### **Lot 8g Regeneration and Regional Development**

- Business case development
- Employment land reviews
- Government policy and awareness
- Income generation schemes
- Local business development
- Local economic assessments
- Regeneration and economic development
- Supply chain development
- Sustainable community strategies
- Sustainable economic growth plans

#### **Lot 8h Waste and Recycling**

- Auditing services
- Alternative waste treatment
- Business cases
- Campaigns
- Carbon assessments
- Commercial waste
- Domestic waste

- Legislation
- Management investment programmes
- New waste sites
- Options appraisals
- Permits and accreditations
- Policies and strategies
- Service reviews
- Street cleansing support services

### **13.9 LOT 9 RESEARCH AND MARKETING**

13.9.1 This Lot is for Customers seeking a broad range of consultancy in relation to research, engagement, marketing communications and PR.

13.9.2 This Lot is divided in to two Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

#### **Lot 9a Community Research and Engagement**

- Academic research
- Communication
- Community research and strategies
- Customer insight information
- Demand management
- Feedback facilitation
- Public dialogue, engagement and consultation
- Soft market testing
- Stakeholder engagement

#### **Lot 9b Marketing, Communications and PR**

- Branding
- Creative communications
- Communication and marketing materials
- Crisis management
- Digital communications
- Events management
- Market research
- Marketing campaigns, plans and strategies
- Media relations
- Social media

- Targeting strategies
- Website design

### **13.10 LOT 10 STRATEGIC PROJECTS**

13.10.1 This Lot will be for Customers seeking advice and support across a broad range of disciplines in relation to high value and/or complex, strategic Projects. It is anticipated that such Projects will require a combination of the Consultancy Services outlined under Lots 1-9, although the scope of the requirement is not limited to these Services.

13.10.2 Examples of such Projects may include, but not limited to, the following:

- Infrastructure Projects
- Organisations reviews and re-design
- Outsourcing Projects
- Shared Services implementations
- Business start-ups and joint partnerships

13.10.3 This Lot is limited to Projects that require multi-specialism Consultancy. Where the Customer's requirements are covered under another Lot of the Framework (i.e. a specific discipline of Consultancy is required) this Lot should not be used.

### 3. PROCUREMENT PROCESS

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#### OVERVIEW

The Customer is using this Invitation Tender to conduct a Further Competition exercise under ESPO Framework 664\_21.

All Service Providers awarded on **Lot 8b Environmental and Sustainability of the Framework** are invited to submit a tender. All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.

Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with Section 5 - Instructions for submitting a tender of this document.

At the Customer's discretion, Tenderers may be invited to clarify their tender, as an aid for evaluators to fully understand their offers. All Tenderers should nonetheless take care to fully explain their offering in their tender submission.

The Contract will be awarded to the Tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in section 4, Evaluation of Tenders).

#### INDICATIVE PROCUREMENT TIMETABLE

The following indicative timetable is provided for Tenderers' benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Customer.

Stage / Activity	Indicative Date
<b>Invitation to Tender document issued</b>	<b>20 June 2025</b>
<b>Closing date for clarification questions</b>	<b>08 July 2025 Time: 12:00 noon</b>
<b>Closing date for submission of tenders</b>	<b>16 July 2025 Time: 12:00 noon</b>
Preliminary evaluation of tenders	w/c 21 July 2025
Contract award	w/c 28 July 2025
Estimated Contract start date	13 August 2025
Contract end date	31 March 2026
Estimated start date for the optional Contract extension works, at the discretion of the Customer	15 April 2026



## 4. EVALUATION OF TENDERS

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### OVERVIEW

All completed tenders received will be evaluated by officers of the Customer (as appropriate).

In order to be transparent, and in order that Tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any Tenderer not understand any element, they should make contact with the Customer via Defra's e-tendering portal, Atamis.

The following price and quality weightings will be used to determine the most economically advantageous tender:

- Price 30%
- Quality 70%

The methodology for evaluating tender submissions against these criteria is as follows:

#### PRICE 30%

#### **Information required for the cost criterion:**

Tenders will be evaluated based on their total fixed costs for the full term of the project, including the optional extension period Phase 3 and the additional Deliverables for Phase 3.

Please provide a cost breakdown against the Deliverables and Milestones listed and using the format shown in the attached **Appendix B – Pricing Schedule**. This can be located and downloaded from the eSourcing system.

Tenderers must provide their total bid cost (excluding VAT) for both Phase 2 and Phase 3, including the optional Deliverables in Phase 3, in the appropriate C1 section of the Commercial Envelope on C29279.

It is recognised that costs provided for the extension period, Phase 3, will be subject to final agreement at the optional extension break once Deliverables for Phase 3 have been agreed and subject to the Customer and the Service Provider agreeing to continue the Project.

The Appendix B – Pricing Schedule is to be provided as an attachment to the Commercial Envelope in the e-sourcing system. Failure to upload your completed Pricing Schedule will result in your tender being rejected as non-compliant.

Tenderers must not include costs within their technical submission.

Tables within Appendix B to:

- Provide staff grade and day rates for each member of staff
- For each activity of the project, specify the number of days input for each member of staff and total travel and subsistence costs (if relevant). Please note costs must be in accordance with the rates listed in below section **Travel and Subsistence**
- Itemise any other costs
- Details of any assumptions when pricing for any aspects of this tender
- Specify whether VAT will be applied and if so, at which rate

- Confirm that **prices will remain fixed and firm for the duration of the contract.**

Tenderers are able to provide their own Milestone breakdown if they believe this is more beneficial to the project.

## Travel and Subsistence

All Travel and Subsistence should be in line with the Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, the Authority reserve the right to reimburse only up to the stated rate.

### Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

### Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

\*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

\*\* Under HMRC rules this expense is taxable.

### UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£140
UK Other (Bed and Breakfast)	£85

Rates for specific cities (bed and breakfast)	Bristol £100 per night Cardiff £100 per night Edinburgh £100 per night Truro £100 per night Weybridge £100 per night Warrington £100 per night Weymouth £100 per night Reading £85 per night
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## Commercial Calculated Score

$$\left[ \frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \times 100 = X \right] \text{ then } \left[ \frac{X}{100} \times 30 \right]$$

## QUALITY 70%

The quality aspect of the evaluation accounts for 70% of the total tender score.

Tenderers will be asked to provide method statements in response to the quality questions included in section 2, Response to the Requirement and Specification, of the Tender Submission document, Part B).

There are **5 quality questions**, with each of these having an individual weighting as shown alongside each method statement question (more information is provided below).

When responding to the quality questions Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.

Tenders should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses. Tenderers are encouraged to use the page count allowed to answer each quality question as fully as possible. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

Each quality method statement will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender submission.

## Scoring Scale

Quality questions will be assessed on a scale of 0-100, as detailed in the table below:

Score	Descriptor
100	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough

	understanding of the requirement and provides details of how the requirement will be met in full.
70	Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
50	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
20	Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. If a score of 20 or below is awarded to a response to any question, the Authority may reject the tender.
0	Unacceptable - Nil or inadequate response; fails to demonstrate an ability to meet the requirement.

### Minimum score thresholds

- A minimum score threshold of **50** will apply to questions T1, T2, T3 and T4.
- A minimum score threshold of **20** will apply to question T5.

Failure to meet the minimum score threshold stated will result in the bid being removed from the process with no further evaluation regardless of other quality or price scores.

### Quality questions

Tenderers are required to provide responses to all quality questions below using the Further Competition Part B – Tender Submission document.

The total combined length of responses across all quality questions (excluding the pen portraits, risk register and Gantt chart) must not exceed 10 sides of A4 pages in total and use Arial font, size 11.

Criteria	Response	Weightings
<b>T1: Understanding of the Specification</b>	<p>Explain your understanding of the background to the Project, the required outcome, and the future uses of the products in the Specification.</p> <p>Your response should demonstrate a clear understanding of the nature of the requirements.</p>	<p><b>15%</b> of technical score available.</p> <p>Minimum score threshold of <b>50</b></p>
<b>T2: Proposed methodology</b>	Provide details of the methodology and approaches proposed to deliver the requirements of this project giving justification for the methods proposed.	<b>40%</b> of technical score available.

	<p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Be a clear, practical, achievable, and cost-effective methodology to deliver the requirements.</li> <li>2) Demonstrate how the proposed methodology is appropriate and will meet the Customer's requirements.</li> <li>3) Propose an appropriate design for the pilot. This includes the design of the tool and the choice of material activities and value chain stages on which the tool will be piloted.</li> <li>4) Detail what type of tool you propose to meet the Customer's needs.</li> <li>5) Provide information in sufficient detail to allow a full appraisal of the suitability of the approach to deliver the requirements.</li> </ol>	<p>Minimum score threshold of <b>50</b></p>
<b>T3: Project team</b>	<p>Please provide assurances that you have adequate staff resources devoted to the project, with deployment of appropriate skills, expertise and capability. Your response should demonstrate that the proposed team is capable of delivering the requirements of the Specification.</p> <p>Identify the individuals who will be working on this project and describe how their skills and recent experience meet the needs of the Specification.</p> <p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Describe the structure of the proposed project team including an organogram (including any sub-contractors/joint contractors if appropriate) with clear reporting lines.</li> <li>2) Clearly define roles and responsibilities for each team member (and for any sub-contractor relationships in applicable).</li> <li>3) Briefly describe their previous experience of work which is comparable or relevant to the Specification and their relevant skills.</li> <li>4) Include brief pen-portraits for key staff, each limited to approximately an A5 page in length, font size Arial 11. <b>Do not submit full CVs.</b></li> </ol>	<p><b>20%</b> of technical score available.</p> <p>Minimum score threshold of <b>50</b></p>



<p><b>T4: Project management, quality assurance and risk management</b></p>	<p>Provide details of how you intend to quality assure and quality control outputs so that Deliverables are provided on time, within budget and to the required quality.</p> <p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Set out a basic Gantt chart for the Project, with listed activities and Milestones as described in the Specification, and named personnel allocated to each activity.</li> <li>2) Outline the management structure for the Project and management methods.</li> <li>3) Explain your quality assurance procedures as they will operate on this Project.</li> <li>4) Refer to any quality assurance standards your organisation complies with.</li> <li>5) Provide a risk register of what you perceive to be the main challenges and risks in delivering the requirements and how you propose to mitigate the risks.</li> </ol>	<p><b>15%</b> of technical score available.</p> <p>Minimum score threshold of <b>50</b></p>
<p><b>T5: Sustainability and Social Value</b></p>	<p>Please describe the commitment your organisation will make to ensure that opportunities under the Contract will deliver sustainability outcomes. What steps will you take to ensure this project has a positive social and environmental impact?</p> <p>Your response should:</p> <ol style="list-style-type: none"> <li>1) Provide a Method Statement, explaining what measures you will take to ensure this project meets the Environment Agency's sustainability ambitions, as set out in the Sustainability section of the Specification.</li> <li>2) Refer to any sustainability standards your organisation complies with.</li> </ol>	<p><b>10%</b> of technical score available.</p> <p>Minimum score threshold of <b>20</b></p>

## Weightings

Tenderers scores for each quality method statement will be multiplied by the relevant weighting to result in a 'weighted score' for that method statement. The weighted scores will then be totalled. This is detailed in the table below.

Technical Question		Weighting %	Max Weighted Score Available (Weighting x 100)	Example Tenderer Score (0-100)	Example Tenderer Weighted Score
T1	Understanding of the Specification	15	1500	70	1050
T2	Proposed methodology	40	4000	70	2800
T3	Project team	20	2000	50	1000
T4	Project management, quality assurance and risk management	15	1500	50	750
T5	Sustainability and Social Value	10	1000	50	500
Total Weighted Score:			10000		<b>6100</b>
Total Weighted Score expressed out of 70 ((6100/10000) *70)			42.7		

## AWARD OF CONTRACT

Upon conclusion of the evaluation, the scores for price and quality will be combined to give a total score out of 100 and the Tenderer with the highest number of points will be awarded the Contract.

The Tenderer to be offered the Contract will be advised accordingly via Defra's e-tendering portal, Atamis. Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation criteria described above.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via Defra's e-tendering portal, Atamis and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

All Tenderers are advised that they should not take any action for example commencing the delivery of Goods or implementation of Services, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, Tenderers must seek prior approval from the Customer, before undertaking any marketing activity.

## ACCEPTANCE OF TENDER

The Customer does not bind itself to accept the lowest or any tender, and unless a Tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Customer and the successful Tenderer. The Terms and Conditions governing the Contract will be

those agreed between ESPO and the successful Tenderer as part of the overarching Framework Agreement. Unless and until a formal Contract is prepared and executed, the Tenderer's tender submission, together with the Customer acceptance thereof, shall constitute a binding Contract between the parties. Please see Section 7 for further details on the Terms and Conditions.

## **5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER**

### COMPLETING THE INVITATION TO TENDER

To enable evaluating officers to assess fully the Tenderer's suitability all of the information requested in this Invitation to Tender must be provided. Failure to complete the Tender Submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

- Please answer every question.
- Questions must be answered in English.
- When posed with Yes / No questions, please either circle your answer or delete as applicable.
- All other questions will require you to input text or numbers, or to tick boxes.
- Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
- If the question does not apply to you, please write N/A; if you don't know the answer, please write N/K.

Only the information contained within this Invitation to Tender or otherwise communicated in writing by the Customer to the Tenderer should be considered when submitting your tender.

Any information and/or documents submitted on or with this tender must relate to the Tenderer only - the Tenderer being the organisation which it is proposed will enter into a formal Contract should their tender be successful.

All responses and submissions provided by the Tenderer will form part of that Contract.

The Customer may seek further clarification from the Tenderer following submission of completed forms where required.

### FORMAT OF TENDER SUBMISSION

Tenderers are required to complete all of the documentation listed below.

1. A1-A2 Organisation Details and General Information (Additional Information Envelope)
2. A4 Freedom of Information Exclusion Schedule (Additional Information Envelope)
3. A5 Tendering Declaration (Additional Information Envelope)
4. A6 Enclosures Checklist (Additional Information Envelope)
5. Response to Requirement and Specification (Technical Envelope)
6. Appendix B - Pricing Schedule (Commercial Envelope)



You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in the Further Competition Part B – Tender Submission document by:

1. completing the templates held in the Bidder Pack folder in the Documents section of Atamis 2. attaching the completed template to the relevant envelope in the Requirements Section.

**Do not complete and re-attach this Part A form.**

The Tendering Declaration must be signed by a director, partner or other senior authorised representative in her / his own name and on behalf of the organisation. The details contained in each Tenderer's response may be specified in any Contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding Contract.

**SUBMITTING YOUR TENDER**

In order to submit a tender for this procurement, you are required to upload your tender electronically through the Customer's E-Tendering Portal prior to the tender closing date and time.

**Completed tender submissions must be uploaded by 16 July 2025 (12:00).** Any amendments to the submission deadline will be communicated through the E-Tendering Portal. Tenders submitted after the designated time and date will be rejected.

Tenders and/or any documentation supporting a tender submission must NOT be submitted by fax or email.

Tenderers can register for the e-tendering portal at this address: (<https://defra-family.force.com/s/Welcome>)

If you need technical help with the Atamis system, either when registering, or when completing a tender, please contact the Atamis support team e-mail or phone assistance.

e-mail: [Support@Atamis.co.uk](mailto:Support@Atamis.co.uk)

Telephone: 029 2279 0052

**6. CONDITIONS OF TENDER**

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In submitting a response to this Invitation to Tender, Tenderers do so on the conditions set out below. In the event of any breach of the conditions the Customer shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

**WARNINGS AND DISCLAIMERS**

- Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when preparing their tender.
- Information supplied by the Customer (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by

their own investigations with regard to the accuracy of such information. The Customer cannot accept responsibility for any inaccurate information obtained by Tenderers.

#### TENDERER CONDUCT AND CONFLICTS OF INTEREST

- Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.
- The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.
- Tenderers must not, in connection with the proposed Contract:
  - offer any inducement, fee or reward to any member or officer of the Customer
  - do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
  - canvass any of the persons referred to above in connection with the Contract; or contact any member or officer of the Customer or any person acting as an advisor to the Customer (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the Contract) about any aspect of the proposed Contract or for soliciting information in connection therewith.
- Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and the Customer and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Customer.

#### TENDERER'S RESPONSIBILITY TO SUBMIT A COMPLETE TENDER

- It is the Tenderer's responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Customer are not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Customer may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Customer this does not adversely affect the integrity and fairness of the tender exercise.
- Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 120 days from the return date.

#### BID COSTS

- The Customer will not be liable for any tender costs, expenditure, work, or effort incurred by a Tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by the Customer.

#### THE CUSTOMER'S RIGHTS

The Customer reserves the right to

- Seek additional information or clarification from Tenderers at any time during the tender process.
- Disqualify any Tenderer that does not submit a compliant tender, in accordance with the instructions given in this Invitation to Tender.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
- Withdraw this Invitation to Tender at any time, and to re-invite tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process.
- Retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

#### CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT

- This Invitation to Tender is made available on condition that its contents (including the fact that the Tenderer has received this Invitation to Tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender.
- As a public body, the Customer is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
- The Customer shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
- While the Customer aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Customer in the form provided in the Tender Submission Document (i.e. the Freedom of Information Exclusion Schedule).
- Tenderers should be aware that, in compliance with its transparency obligations, the Customer may publish details of its Contract(s), including the Contract values and the identities of its Service Providers on its website.
- More information is available on [www.ico.org.uk](http://www.ico.org.uk)

#### PUBLICITY

- No publicity regarding the Contract or the award of any Contract will be permitted unless and until the Customer has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Customer.

## 7. TERMS AND CONDITIONS

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The Terms and Conditions that will apply to the awarded Contract of this tender process can be found within **Appendix A - Call-Off Terms and Conditions**.

By submitting a bid, Tenderers are agreeing to be bound by the Terms and Conditions without further negotiation or amendment and must sign the Tendering Declaration accordingly.

Should a qualification of offer be made to change the Terms and Conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.

**Annex 3: Eunomia\_664\_21 Further Competition - C29279 Part B  
Tender Submission v1.0**



**EA's Nature and Biodiversity Footprint**

**2025-26 pilot**

**C29279**

# **FURTHER COMPETITION**

**conducted under ESPO Framework Agreement 664\_21  
Consultancy Services**

## **TENDER SUBMISSION**

**(Part B)**

**THIS DOCUMENT IS TO BE COMPLETED BY THE TENDERER  
AND SUBMITTED TO THE ENVIRONMENT AGENCY**

**Closing date for submission of Tender**

**12:00pm, 16 July 2025**

**NAME OF TENDERER:**

Eunomia Research & Consulting Ltd

**Company Registration No:**

4150627



## RESPONSE TO QUALITY QUESTIONS

Tenderers must provide method statements in response to all quality questions below, to describe how they will meet the requirements of the Contract.

Questions should be answered in full, being detailed but concise and responding to the question as succinctly as possible.

Each quality method statement will be evaluated individually, one by one in order. When scoring each statement, no consideration will be given to information included in other answers, so Tenderers are asked to not cross reference to responses or information provided elsewhere in their Tender submission. Responses should not refer to other documents or appendices.

In order not to make this document too lengthy the response boxes are currently at minimum size. Tenderers should expand the response box to accommodate their response as needed.

**The maximum combined length of responses across all quality questions (excluding the pen portraits, risk register and Gantt chart) must not exceed 10 sides of A4 pages in total and use Arial font, size 11.**

Tenderers are referred to section 4 of the Invitation to Tender (Part A) and reminded that evaluation of their quality method statements will account for **70%** of their total Tender score.

There are **5 quality questions**, with each of these having an individual weighting and minimum score threshold as shown alongside each method statement question

Quality Questions		
Criteria	Response	Weightings
<b>T1: Understanding of the Specification</b>	<p>Explain your understanding of the background to the Project, the required outcome, and the future uses of the products in the Specification.</p> <p>Your response should demonstrate a clear understanding of the nature of the requirements.</p>	<p><b>15%</b> of technical score available.</p> <p>Minimum score threshold of <b>50</b></p>





























## APPENDIX B - PRICING SCHEDULE

### PRICE 30%

#### Information required for the cost criterion:

Please set out costs using the format shown in **Table 1 and Table 2 below**.

This document is to be provided as an attachment to section C2 of the Commercial Envelope in the e-sourcing system Atamis.

Bidders must provide the total bid cost in section C1 of the Commercial Envelope in the e-sourcing system.

Bidders must not include cost information within their technical submission.

Tables within Appendix B to:

- Provide staff grade and day rates for each member of staff
- For each stage of the project, specify the number of days input for each member of staff and total travel and subsistence costs (if relevant). Please note costs must be in accordance with the rates listed in below section Travel and Subsistence
- All costs must be included at this stage (please insert more rows if you need them).
- Details of any assumptions when pricing for any aspects of this tender
- Specify whether VAT will be applied and if so, at which rate
- **Confirm that prices will remain fixed and firm for the duration of the Contract.**

### Travel and Subsistence

All Travel and Subsistence should be in line with the Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, the Authority reserve the right to reimburse only up to the stated rate.

### Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

### Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

\*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

\*\* Under HMRC rules this expense is taxable.

### UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£160
UK Other (Bed and Breakfast)	£100

### Subsistence Allowance

- over 5 hours out of base office: up to £7
- over 10 hours out of base office: up to £12
- over 12 hours out of base office: up to £17
- over 15 hours and up to 24 hours out of base office: up to £33

### Commercial Calculated Score

$$\left[ \frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \times 100 = X \right] \text{ then } \left[ \frac{X}{100} \times 30 \right]$$

## PRICING SCHEDULE

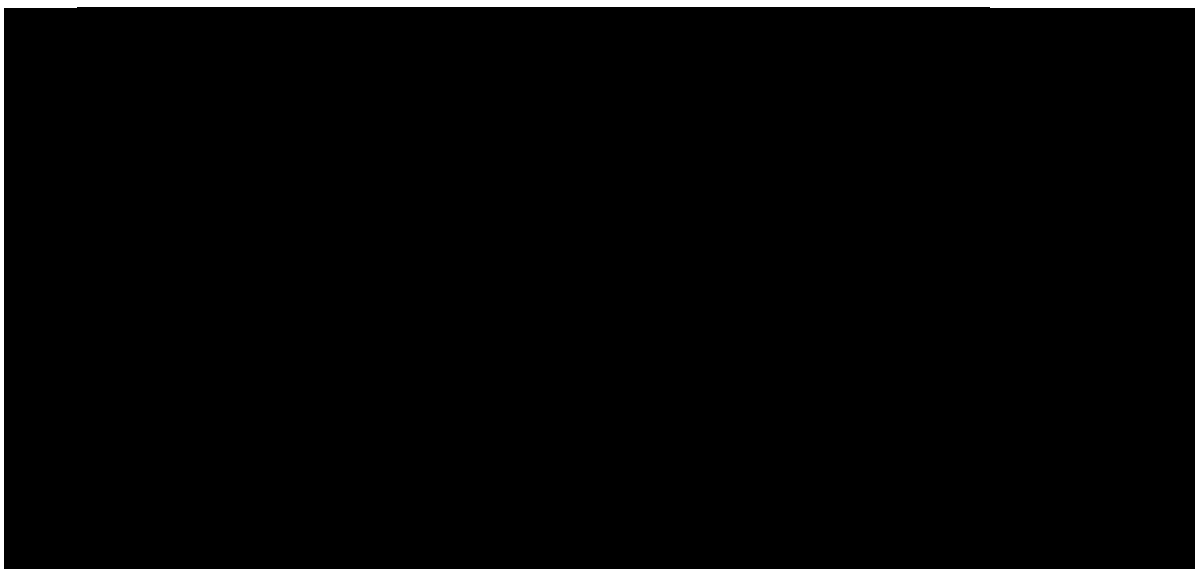
Tenderers are referred to section 4 of the Invitation to Tender (Part A) for further information on how price will be evaluated and are advised to ensure that they fully understand the evaluation methodology to be used to assess price.

Tenderers must take care to ensure they provide a price for item/element of the Pricing Schedule as specified above. Failure to complete the pricing schedule in full may result in the Tender being rejected.

In the event you are unclear with regards to any section, please do not hesitate to contact the Customer via the eTendering System Atamis.

Please provide the day rates for the proposed project team within Table 1 below. Additional categories can be added.

**Table 1**



Within core scope

Suppliers are able to amend Table 2 below or develop their own pricing schedule as appropriate to their project programme as long as the Customer can easily understand how it relates to their project Specification.

Please note:

- **Tenderers must provide the total bid cost (excluding VAT) for Phase 2, Phase 3 and additional Deliverables for Phase 3 from Table 2 in section C1 of the Commercial Envelope on Atamis.**
- **Tenderers must attach this completed Appendix B in section C2 of the Commercial Envelope on Atamis.**
- **Tenderers must not include cost information within their technical submission.**















## Appendix C - Pre-Existing IPR Schedule

<b>Contracting Authority:</b>	<b>Environment Agency</b>
<b>Call-Off Contract Ref:</b>	<b>Atamis Contract Ref: C29971</b>
<b>Call-Off Contract Title:</b>	<b>EA's Nature and Biodiversity Footprint 2025-26 pilot</b>
<b>Call-Off Contract Period</b>	<b>Commencement Date: 26 August 2025</b> <b>Expiry Date: 31 March 2026</b>
<b>Service Provider:</b>	<b>Eunomia Research &amp; Consulting Ltd</b>

PRE-EXISTING IPR SCHEDULE: Details of Pre-existing IPR held by the Parties (to be updated as IPR are introduced during the Contract Period).

Pre-existing IPR owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Contract for the purposes of fulfilling its obligations under the Contract:

### Held by the Environment Agency

<b>Name and description of Customer Pre-Existing IPR</b>	<b>Extent of proposed use in the Contract</b>	<b>Proprietary owner of the Pre-Existing IPR</b>

### Held by Eunomia Research & Consulting Ltd

<b>Name and description of Pre-Existing IPR</b>	<b>Extent of proposed use in the Contract</b>	<b>Proprietary owner of the Pre-Existing IPR</b>

### Service Provider's Pre-Existing IPR

Any Intellectual Property Rights vested in or licensed to the Service Provider prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt,

guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

## FORM OF PERIODIC INTELLECTUAL PROPERTY RETURN

To be completed by the Parties periodically throughout the Contract Period.

Pre-Existing IPR owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Contract for the purposes of fulfilling its obligations under the Contract during the Contract Period from 26 August 2025 to 31 March 2026

### Held by the Environment Agency

Proprietary owner of the Pre-Existing IPR	Name and description of Pre-Existing IPR (incl. type of IPR, format, date, product description, number, product number, geographical area, version number)	Proposed use in the Contract	Date of introduction
Environment Agency	Resource Consumption Footprint tool	To inform environmental and social impacts analysis of purchasing/procurement spend data	26 August 2025

### Held by Eunomia Research & Consulting Ltd

Proprietary owner of the Pre-Existing IPR	Name and description of the Pre-Existing IPR (incl. type of IPR, format, date, product description, number, product number, geographical area, version number)	Proposed use in the Contract	Date of introduction