

Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

DESNZ Ref: prj\_194 / con\_5204



Department for  
Energy Security  
& Net Zero

**CONTRACT FOR THE PROVISION OF Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind TO THE DEPARTMENT FOR ENERGY SECURITY AND NET ZERO (THE CONTRACT OFFER LETTER)**

Contract number: con\_5204

Project reference number: prj\_1946

This Contract is dated 31 October 2023 and is made between:-

1. **The Secretary of State for ENERGY SECURITY AND NET ZERO** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;  
  
and
2. **Carbon Trust Singapore Pte. Ltd** (the “Contractor”) whose registered office is at 9 Raffles Place #26-01, Republic Plaza, 048619. Republic of Singapore.

**INTRODUCTION**

- (A) On 19<sup>th</sup> July 2023 the Authority issued an invitation to tender for the provision of *Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind* - including the specification a copy of which is set out in Schedule 2 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 19<sup>th</sup> August 2023 and entitled ‘*Technical proposal\_CT*’ explaining how it would provide the Services a copy of which is set out in Schedule 3 (the “Proposal”).

The parties agree as follows:-

**1. SUPPLY OF SERVICES AND PRICE**

In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 (inclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Contractor’s Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 1); the Contractor

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shall provide the Services described in the Specification and the Contractor's Proposal to the Authority.

## **2. COMMENCEMENT AND CONTINUATION**

This Contract shall commence on date of signature and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 6 months.

## **3. TERMS AND CONDITIONS**

3.1 The Standard Terms shall form part of this Contract.

3.2 Not used.

3.3 Not used.

3.4 The Contractor's terms and conditions of business shall not apply to this Contract.

3.5 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses;
- b) the Standard Terms (as set out in Schedule 1);
- c) the Correspondence (as set out in Schedule 5); Not applicable
- d) the Specification (as set out in Schedule 2) and Contract Price (as set out in Schedule 4); and
- e) the Contractor's Proposal (as set out in Schedule 3)
- f) the remaining Schedules

(save that where the Contractor's Proposals contain a provision requiring a higher standard of service provision, the Authority may (at its discretion and for no additional remuneration confirm that such higher standard applies).

3.6 In relation to Schedule 2, Part 4 Activities and Deliverables, Phase 1, the following points of clarification are included for the avoidance of doubt.

- i) The role of the Supplier with respect to the "branding of the Centre" is limited to the gathering of stakeholder feedback on the name of the Centre, presenting the subsequent analysis on that feedback and the provision of non-legal advice on the name. The Supplier will not be providing any formal branding for the Centre and will not take a final decision on the name of the Centre.
- ii) Sign-off on deliverables from the Government of Viet Nam is a key priority and will be part of the responsibility of the Supplier. However, in the event that such sign off is delayed due to circumstances outside of the control of the Supplier, the Supplier will raise this issue as soon as reasonably

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practicable with the contract manager and agree a suitable remedy that may include but not be limited to contract extension subject to Authority approvals.

#### **4. CONTRACTOR'S OBLIGATIONS**

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing Services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

#### **5. MANAGEMENT AND COMMUNICATIONS**

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by REDACTED (the "Contract Manager") who is an officer in the Authority's International Net Zero Directorate or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager at REDACTED.
- 5.3 The Contractor appoints REACTED – Southeast Asia, Carbon Trust Singapore Pte. Ltd to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact at REDACTED.
- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

#### **6. INVOICES AND PAYMENT**

- 6.1 Subject to the Contractor providing Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with condition 17 of the Standard Terms.

#### **7. TRANSPARENCY**

- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using a redacted version of the contract. The Authority will make the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.

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However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed on behalf of the **Secretary of State for Energy Security and Net Zero**,

Name: REDACTED

Title: REDACTED

Date: 10/31/2023

Signed on behalf of **Carbon Trust Singapore Pte. Ltd**

Name: REDACTED

Title: REDACTED

Date: 11/2/2023

**The following Schedules form part of this Contract:**

Schedule 1	The Authority's Standard Terms & Conditions of Contract for Services
Schedule 2	The Authority's Specification
Schedule 3	The Contractor's Proposal
Schedule 4	Contract Price
Schedule 5	The Correspondence (Not applicable)

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Schedule 6 Expenses Policy and Eligible Costs Guidance

Schedule 7 Performance Management

Schedule 8 Processing, Personal Data and Data Subjects schedule

Schedule 9 Variation Template

## Annex 1 SME MI Reporting Template

Suppliers are required to provide data on their direct spend with SMEs in the supply chain relating to the Contract.



MI%20Reporting%20Template.xlsx

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**SCHEDULE 1 - DESNZ STANDARD TERMS AND CONDITIONS OF CONTRACT  
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## 1 Definitions and Interpretations

- (1) In these terms and conditions of contract for services, unless the context otherwise requires, capitalised expressions shall have the meanings set out below.

**“Annex 1”** means the Annex 1 (Processing, Personal Data and Data Subjects schedule) attached to the Contract Offer Letter which forms part of this Contract;

**“Authority”** means the Secretary of State for Energy Security and Net Zero of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

**“Authority’s Premises”** premises owned, controlled or occupied by the Authority which are made available for use by the Contractor or its subcontractors for provision of the Services (or any of them);

**“Charges”** means the Contract Price (or parts thereof) agreed in respect of the Services, excluding Value Added Tax (as more fully detailed in Schedule 4 of the Contract Offer Letter);

**“Confidential Information”**: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, activities, suppliers, products, affairs and finances of the Authority or any other department or office of her Majesty’s Government or related to or connected with the Contract or the Services including, without limitation, technical data and know-how relating to Her Majesty’s Government, the Contract or the Services or any of their suppliers, agents, management or contacts and including (but not limited to) information that the Contractor creates, develops, receives or obtains in connection with their Contract or the Services, whether or not such information (if in anything other than oral form) is marked confidential (but “Confidential Information” does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them in the public domain);

**“Consents”** means all permissions, consents, approvals, certificates, permits, licenses and authorisations required for the performance of any of the Contractor's obligations under this Contract including for the avoidance of doubt environmental permits, planning permissions and obligations, consents of third parties (whether or not from a public authority or any other person whatsoever);

**“Contract”** means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation the Contract Offer Letter (and Schedules thereto), Annex 1, these Standard Terms and Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

**“Contract Offer Letter”** means the offer letter that sets out inter-alia the Parties to the Contract and the key Contract terms;



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**“Contract Period”** means the period from the commencement of this Contract to the date of expiry of this Contract set out in the Contract Offer Letter or such earlier date as this Contract is terminated in accordance with its terms;

**“Contract Year”** means a period of 12 consecutive months starting on the date of this Contract and each anniversary thereafter;

**“Contractor”** means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 6;

**“Contract Manager”** means the person nominated by the Authority to manage the Contract;

**“Contractor Personnel”** means all directors, officers, employees, other workers, agents, consultants, persons and contractors engaged by or on behalf (whether directly or indirectly) of the Contractor and of any subcontractor (of any tier) engaged in the performance of the Contractor’s obligations under this Contract;

**“Contracts Finder”** means the Government’s publishing portal for public sector procurement opportunities;

**“Controller”** shall have the same meaning as given in the UK GDPR;

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales) including, but not limited to, government ministers and government departments and particular bodies, persons and government agencies;

**“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

**“Data Protection Impact Assessment”** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**“Data Protection Legislation”** means:

- a. the UK GDPR and any applicable national implementing Laws as amended from time to time;
- b. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
- c. all applicable Law about the processing of personal data and privacy;

**“Data Protection Officer”** shall have the same meaning as given in the UK GDPR;

**“Data Subject”** shall have the same meaning as given in the UK GDPR;

**“Data Subject Request”** 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;

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**“Default”** means any breach of the obligations of the Contractor (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Contractor, of any person acting on its behalf (including subcontractors) howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Contractor is liable to the Authority;

**“Deliverables”** means any objectives or deliverables that are required to be provided by the Contractor as part of the Services under the Contract, or any goods ordered under the Contract including, without limitation, any documentation required to be provided;

**“Existing IPR”** means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the commencement of this Contract or otherwise);

**“Force Majeure”** means any of the below circumstances provided that they are not within a party's reasonable control including, only:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;
- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. collapse of buildings, fire, explosion or accident; and
- f. interruption or failure of utility service.

**“Government Property”** means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to equipment, parts, materials, documents, papers or data issued in electronic form and any other materials;

**“Health and Safety Policy”** means the health and safety policy of the Authority as provided to the Contractor from time to time;

**“Intellectual Property Rights”** or **“IPR”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

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**“IPR Claim”** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Authority in the fulfilment of its obligations under the Contract;

**“Law”** means any legal provision the Contractor must comply with including any law, statute, 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 (as implemented into UK law, by virtue of the European Union (Withdrawal Agreement) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020)), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body;

**“Material Breach”** means a material breach of the Contract, which, for the avoidance of doubt, shall include:

- a. the failure on the part of the Contractor to provide a Rectification Plan to the Authority within 10 Working Days of being so requested;
- b. the Contractor’s proposed Rectification Plan is rejected by the Authority in line with Conditions (4) and b; or
- c. failure to deliver on an agreed Rectification Plan;

**“MI Reporting Template”** means the document (included as an annex to the Contract Offer Letter) as amended in accordance with Condition 23;

**“New IPR”** means a) IPR in Deliverables or other items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Contractor’s obligations under the Contract and all updates and amendments to the same; but shall not include the Contractor’s Existing IPR;

**“Open Book Data”** means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:

- a. the Contractor’s costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- b. operating expenditure relating to the provision of the Deliverables including an analysis showing:
  - i. the unit costs and quantity of goods and any other consumables and bought-in Deliverables;
  - ii. work force resources broken down into the number and grade/role of all Contractor Personnel (free of any contingency)

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- together with a list of agreed rates against each work force grade;
- iii. a list of costs underpinning those rates for each work force grade, being the agreed rate less the Contractor profit margin;
- iv. and reimbursable expenses, if allowed under the Purchase Order form;
- c. overheads; and all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;
- d. the Contractor's profit achieved over the Contract period and on an annual basis;
- e. confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor;
- f. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- g. the actual costs profile for each service period;

**"Party"** means a Party to this Contract, and **"Parties"** shall mean both of them;

**"Personal Data"** shall have the same meaning as given in the UK GDPR;

**"Personal Data Breach"** shall have the same meaning as given in the UK GDPR;

**"Processor"** shall have the same meaning as given in the UK GDPR;

**"Protective Measures"** means any 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 the such measures adopted by it;

**"Purchase Order"** means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

**"Rectification Plan"** means a plan (or revised plan) by the Contractor to rectify a Default, which shall include:

- a. full details of the Default that has occurred, including a root cause analysis;
- b. the actual or anticipated effect of the Default;
- c. the steps which the Contractor proposes to take to rectify the Default and to prevent such Default from recurring, including the Contractor's proposed timescales for such rectification;
- d. an analysis of the Contractor's ability to provide the Services and Deliverables under the Contract; and
- e. any reasonably foreseeable events that may impact on the Contractor's ability to comply with the measures contained within the Rectification Plan.

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**“Required Insurances”** means those insurances required pursuant to Conditions 27 (1) and 27(2)

**“Services”** means the services including the Deliverables to be supplied under the Contract;

**“SME”** means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

**“Standard Terms and Conditions”** means the terms and conditions contained in this document;

**“Sub-Processor”** means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

**“UK GDPR”** the General Data Protection Regulation (EU) 2016/679 as retained into UK law by virtue of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

**“VCSE”** means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

**“Working Day”** means any day other than a Saturday, Sunday or public holiday in England and Wales.

- (2) The interpretation and construction of the Contract shall (save where context requires otherwise) be subject to the following provisions:
- a. a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
  - b. a reference to any agreement, consent, permission or other document at a particular time shall be construed as a reference to it as it may then have been amended, restated, varied, supplemented, modified, suspended, assigned or novated;
  - c. a reference to this Contract includes any schedules or annexures to this Contract;
  - d. references in the singular shall include references in the plural and vice versa;
  - e. a reference to a “day” means a calendar day, a reference to a “month” means a calendar month and a reference to a “year” means a calendar year;
  - f. the *ejusdem generis* rule shall not apply and references to “includes”, “including”, “in particular”, “other”, “otherwise” or any such similar terms shall be construed without limitation;
  - g. the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract;

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- h. any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020; and
- i. references to “person”, any person, firm, company, corporation, government (including any government department), state or agency of a state, or any association, trust or partnership.

## **2 Conflict**

In the case of any conflict or inconsistency between these Standard Terms and Conditions and any specific terms of the Contract:

- (1) the specific term of the Contract dealing with conflicts shall determine which provision shall prevail; or
- (2) (if applicable) where there is no such specific conflicts provision in the Contract then, the specific terms of the Contract shall prevail (save that these Standard Terms and Conditions shall prevail over and above any terms, conditions or provisions set out in any Contractor’s proposals or terms and conditions provided by the Contractor).

## **3 Entire Agreement**

The Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, assurances, warranties, representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither Party excludes liability for fraudulent misrepresentations upon which the other Party has relied.

Subject to any liability for fraudulent misrepresentation, each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

## **4 Acts by the Authority**

Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

## **5 Contractor Status**

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor. Nor shall anything in this Contract entitle the Contractor to make or enter in to any agreements or commitments for or on behalf of the other Party.

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## **6 Assignment and Subcontracting**

- (1) The Contractor shall not give, bargain, assign, transfer, mortgage, charge, delegate, declare a trust over, sell, assign, subcontract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a subcontractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the subcontractor.
- (4) Notwithstanding any subcontracting by the Contractor in accordance with this Condition 6, the Contractor shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by its subcontractors as if they were its own.
- (5) The Authority shall be entitled to assign any or all of its rights under the Contract to any “contracting authority” as defined in Regulation 2(1) of the Public Contracts Regulations 2015.
- (6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:
  - a. subject to Condition (9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
  - b. within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
  - c. monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
  - d. provide reports on the information in Condition (6)c to the Authority in the format and frequency as reasonably specified by the Authority; and
  - e. promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.
- (7) Each advert referred to in Condition (6)a above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

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- (8) The obligation in Condition (6)a shall only apply in respect of subcontract opportunities arising after the date of the commencement of the Contract.
- (9) Notwithstanding Condition (6), the Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

## **7 Amendments and Variations**

No amendment or variation to the terms of the Contract shall be valid unless agreed in writing between the Authority and the Contractor.

## **8 Information Confidential to the Contractor**

- (1) Unless agreed expressly by both Parties:
- a. in writing; and
  - b. in a confidentiality agreement identifying the relevant information,
- information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.
- (2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:
- a. on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;
  - b. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - c. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - d. to report a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
  - e. to comply with an order from a court or tribunal to disclose or give evidence;
  - f. to make a disclosure required by law or required by HMRC, a regulator, ombudsman or other supervisory authority;
  - g. on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in Condition (2)a (including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;
  - h. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
  - i. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract.
- (3) For the purpose of clause (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.



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## 9 Transparency

- (1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 0 and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.
- (2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("**FOIA**").
- (3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.
- (4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.
- (5) In Condition 9, the expression "tender documents" means the advertisement issued by the Authority seeking expressions of interest, the pre-qualification questionnaire and the invitation to tender and the contract includes the Contractor's proposal.

## 10 Confidentiality

- (1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and subcontractors, the Contractor shall ensure that such staff, agents and subcontractors are subject to the same obligations as the Contractor in respect of all Confidential Information.
- (2) Condition (1) shall not apply to information which:
  - a. is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
  - b. is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
  - c. is required by law to be disclosed;
  - d. was independently developed by the Contractor without access to the Confidential Information.
- (3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

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- (4) The Contractor shall comply with any security requirements and instructions issued by the Authority in relation to any document classified as “Official – Sensitive”, “Confidential”, “Secret” or “Top Secret”.
- (5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.
- (6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

## 11 Freedom of Information

- (1) The Contractor acknowledges that the Authority is subject to the requirements of FOIA and the Environmental Information Regulations SI 2004 No. 3391 (“**EIR**”) and shall provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the EIRs.

- (2) In this Condition:

“**Information**” has the meaning ascribed to it in section 84 of the FOIA (and also includes “environmental information” as defined in the EIR;

“**Request for Information**” has the meaning ascribed to it in section 8 of the FOIA, or means any request for environmental information to which the EIR applies or any apparent request for information or environmental information under the FOIA or EIR.

- (3) The Contractor shall (and shall procure that its subcontractors shall):
  - a. transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days;
  - b. provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
  - c. provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- (4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:
  - a. is exempt from disclosure in accordance with the provisions of the FOA or the EIR;
  - b. is to be disclosed in response to a Request for Information.

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- (5) In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.
- (6) The Contractor acknowledges that the Authority may, acting in accordance with the Freedom of Information Code of Practice (issued under section 45 of the FOIA in July 2018), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.
- (7) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure in accordance with law and shall permit the Authority to inspect such records as requested from time to time.
- (8) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions (4) and (6).

## **12 Data Protection**

- (1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 of this Contract by the Authority and may not be determined by the Contractor.
- (2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- (3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
  - a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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- (4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures, as appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), 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;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under the Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

- c. ensure that:
  - i. the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
    1. are aware of and comply with the Contractor's duties under this Condition;
    2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
    3. 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 Authority or as otherwise permitted by this Contract; and
    4. have undergone adequate training in the use, care, protection and handling of Personal Data;
- d. not transfer Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:
  - i. the Authority or the Contractor has provided appropriate safeguards in relation to the transfer in accordance with guidance issued by the UK Government or body appointed by the Government and approved by the Authority;

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- ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor 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 Authority in meeting its obligations); and
  - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- (5) Subject to clause (6) below, the Contractor shall notify the Authority immediately if it:
  - a. receives a Data Subject Request (or purported Data Subject Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- (6) The Contractor's obligation to notify under clause (5) of this Condition shall include the provision of further information to the Authority in phases, as details become available.
- (7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
  - a. the Authority with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Authority following any Data Loss Event; and
  - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

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- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Condition. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
  - a. the Authority determines that the processing is not occasional;
  - b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
  - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- (10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:
  - a. notify the Authority in writing of the intended Sub-Processor and processing;
  - b. obtain the written consent of the Authority;
  - c. enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Condition 12 such that they apply to the Sub-Processor; and
  - d. provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- (12) The Contractor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- (13) The Authority may, at any time on not less than 30 Working Days' notice, revise this Condition 12 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) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- (15) If the Contractor fails to comply with any provision of this Condition 12, the Authority may terminate the Contract immediately in which event the provisions of Condition 33 shall apply.

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- (16) The Contractor shall indemnify and keep indemnified the Authority against all claims and proceedings, and all costs and expenses incurred by it in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its subcontractors and/or its Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- (17) Upon expiry or earlier termination of this Contract for whatever reason, the Contractor shall, unless otherwise specified in Annex 1 or required by Law, immediately cease any processing of the Personal Data on the Authority's behalf and at the written direction of the Authority:
- a. provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
  - b. delete the Personal Data (and any copies of it) including from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.
- (18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the relevant Data Subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

### **13 Bribery and Corruption**

- (1) The Contractor shall not, and shall ensure that its Contractor Personnel do not:
- a. offer or promise, to any person employed or engaged by or on behalf of the Authority, any financial or other advantage as an inducement or reward for the improper performance of a function or activity, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;
  - b. agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or
  - c. enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by the Contractor or on the Contractor's behalf, or to the Contractor's

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knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

- (2) Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to the Contractor's own staff in accordance with their agreed contracts of employment.
- (3) Any breach of this Condition by the Contractor, or by any person employed or engaged by the Contractor or acting on the Contractor's behalf (whether with or without the Contractor's knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from such termination, and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.
- (4) In any dispute, difference or question arising in respect of:
  - a. the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under clause (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
  - b. the right of the Authority to determine the Contract; or
  - c. the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

## **14 Official Secrets**

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or early termination of the Contract.

## **15 Contractor's Personnel**

- (1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed or engaged by the Contractor or its subcontractors, whose admission would be undesirable in the opinion (and at the discretion) of the Authority.
- (2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require



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admission (in connection with the performance of the Services) to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.

- (3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that they understand that the Official Secrets Acts 1911 to 1989 applies to them both during the carrying out and after expiry or termination of the Contract and that they will comply with the provisions of the Official Secrets Acts 1911 to 1989 in so far as they apply to the work/Services they are performing under the Contract.
- (4) If and when requested by the Authority the Contractor agrees that it will submit any person employed or engaged by the Contractor or its subcontractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance required by the Authority, will not carry out any work/Services on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.
- (5) If the Contractor fails to comply with clauses (1), (2) or (3) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.
- (6) No action of the Authority under this Condition shall entitle the Contractor to any additional costs or charges (this includes any requirement of the Authority to replace any personnel). Further no action of the Authority under this Condition shall entitle the Contractor to any relief in respect of its obligations under this Contract.
- (7) The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or early termination of the Contract.

## **16 Government Property**

- (1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority. Save where this Contract states to the contrary, the Contractor shall not be entitled to the provision of any Government Property to carry out the Services. Further, the

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Authority shall not be obliged to replace any item of the Government Property provided.

- (2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Authority is notified to the contrary within 14 days or such other time as is specified in the Contract. The Contractor shall be responsible for the maintenance of any of the Government Property provided to it at its own expense. To the greatest extent permissible by law, the Authority does not guarantee, warrant or give any assurances as to the age, state of repair or suitability for use in the Services of any item of the Government Property provided and the Contractor hereby acknowledges that it has carried out its own due diligence including inspections of such Government Property and has satisfied itself as to the condition and suitability of each item for use in the provision of the Services and accordingly the Contractor shall not be relieved from any liability in relation to any failure to provide the Services or any part of them where such failure is caused by a failure in of or the unsuitability of any of the Government Property provided.
- (3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.
- (4) The Contractor shall, except as otherwise provided for in the Contract repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by the Contractor's servants, agents or subcontractors, whether or not arising from the Contractor's or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by the Contractor's negligence or default or the neglect or default of the Contractor's servants, agents, or subcontractors.
- (5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in clause (5) below) or as otherwise expressly authorised in writing by the Authority.
- (6) The Contractor shall perform secure back-ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.

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- (7) The Contractor shall, and shall procure that its subcontractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its subcontractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- (8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- (9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or subcontractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

## **17 Invoices and Payment**

- (1) The Contractor shall submit invoices at times or intervals required by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed in accordance with this Contract.
- (2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out in clause (1) above. Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

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- (3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 7.
- (4) Except as a result of default or negligence on the part of the Authority, if the Contractor either fails to provide, or, in the reasonable opinion of the Authority, has inadequately provided, any Services or Deliverables due under the Contract, the Authority may:
  - a. reduce payment in respect of those Services or Deliverables; and/or
  - b. recoup payment(s) already made in respect of those Services or Deliverables

without prejudice to any other rights or remedies of the Authority. Such reduction or recoup of payments shall be a reduction or recoupment in direct proportion to either: (A) the amount of the Services that have actually been provided in accordance with the Contract, or (B) (if lower) the value in the Services that have been fully provided in accordance with the Contract.

- (5) If the Contractor believes that payment for a correctly submitted invoice is overdue, the Contractor should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to the Contractor's satisfaction, they should write to the Head of Procurement at the Department for Energy Security and Net Zero setting out their case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.
- (6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).
- (7) Where the Contractor submits an invoice (including an electronic invoice) to the Authority in accordance with this Condition 17 the Authority will consider and verify that invoice in a timely fashion and shall make payment in accordance with this Condition 17.
- (8) Where the Contractor enters into a Subcontract, the Contractor shall include in that Subcontract:
  - a. provisions having the same effect as Condition (6) of this Contract; and

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- b. a provision requiring the counterparty to that Subcontract to include in any Subcontract which it awards provisions having the same effect as Condition (6).

In this clause (7), "**Subcontract**" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

## **18 Accounts**

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.
- (2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.
- (3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

## **19 Recovery of Sums Due**

- (1) The Authority may set off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor under this Contract or under any other agreement between the Contractor and the Authority.
- (2) If the Authority wishes to set off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor pursuant to Condition 17 it shall give notice to the Contractor within 15 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant amounts.
- (3) The Contractor shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

## **20 Value Added Tax**

- (1) If this Contract gives rise to a taxable supply for Value Added Tax purposes by the Contractor to the Authority under law from time to time in force, on the production of a valid Value Added Tax invoice, the Authority will pay to the

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Contractor a sum equal to that Value Added Tax in respect of relevant amounts of the Charges that become payable in accordance with this Contract.

- (2) The Contractor shall provide to the Authority any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Contract. Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if they are a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- (3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.
- (4) Notwithstanding any other clause of this Condition 20 a VAT invoice will not be valid for the purposes of charging VAT if more than twelve (12) months have elapsed since the time of supply.

## **21 Provision of Services**

- (1) The Contractor shall provide the Services (and the Deliverables):
  - a. in accordance with the requirements of this Contract (including the Specification);
  - b. in a manner which does not damage the Authority's reputation;
  - c. in accordance with Law;
  - d. in accordance with any applicable Consents;
  - e. exercising the reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person performing the relevant obligations;
  - f. in accordance with all appropriate and applicable standard specifications and standard codes of practice issued by the British Standards Institution or European Economic Community;

(in each case) to the reasonable satisfaction of the Authority (whose decision shall be final and conclusive as to the quality of Services provided). The Authority shall have the power to inspect and examine the performance of the Services at any location at which they are performed.

In the event of any conflict between the requirements set out in this Condition (1), the Contractor shall notify the Authority and the Authority shall instruct the Contractor as to which requirement should apply. The Contractor shall comply with any such instruction from the Authority (and such instruction shall not give rise to any variation to this Contract or right to any additional remuneration or relief whatsoever for the Contractor).

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- (2) If the Authority reasonably considers that the Contractor has, except as a result of default or negligence on the part of the Authority:
  - a. provided inadequate Services or Deliverables; or
  - b. provided Services or Deliverables that are differing from those required under Contract in any material respect,

the Authority may request that the Contractor perform (or re-perform) the work correctly at the Contractor's expense, without prejudice to any other rights or remedies of the Authority.
- (3) If the Authority exercises its right under Condition 0 above, the work shall be performed to the Authority's reasonable satisfaction and within such reasonable time as may be specified by the Authority.
- (4) Without prejudice to any other rights or remedies of the Authority, if there is a Default, the Authority may request that the Contractor provide a Rectification Plan.
- (5) Where the Authority receives a proposed Rectification Plan, in line with Condition (3) above, it can either:
  - a. reject the proposed Rectification Plan; or
  - b. accept the Rectification Plan (without limitation) and the Contractor must immediately begin work on the proposed corrective measures and actions under the Rectification Plan at its own cost.
- (6) Where the Rectification Plan is rejected, the Authority:
  - a. must provide reasonable grounds for its decision; and
  - b. may request that the Contractor provides a revised Rectification Plan.
- (7) Where the Authority requests that the Contractor provides a revised Rectification Plan the Contractor must provide such a revised plan within five (5) Working Days of the date of such request except where otherwise agreed. The revised Rectification Plan must address the grounds given by the Authority for its initial rejection of the proposed Rectification Plan.
- (8) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its subcontractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor or Contractor Personnel.

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- (9) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- (10) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.
- (11) Without prejudice to the provision of Condition (1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

## **22 Conflicts of Interest**

- (1) For the purposes of this Condition 22, a reference to a "conflict of interest" includes any scenario where the Contractor or any person engaged by it or on its behalf (including any subcontractors) is in a position where there is or may be an actual, potential or perceived conflict between the pecuniary and/or personal interests of that person and the duties owed to the Authority under the provisions of this Contract.
- (2) The Contractor shall ensure that there is no conflict of interest likely to prejudice the Contractor's independence and objectivity in performing the Contract and undertakes that upon becoming aware of any conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) the Contractor shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.
- (3) Where the Authority is of the opinion that a conflict of interest notified to it under Condition (1) is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:
  - a. if the Contractor fails to comply with the Authority's requirements in this respect; or
  - b. if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

- (4) Notwithstanding Condition (2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could



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have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

## **23 Reporting, Monitoring and Management Information**

- (1) Where requested by the Authority, the Contractor shall supply to the Authority such information - including in the form of progress reports or management information ("MI") reports - relating to the Services and to the Contractor's management and performance of the Contract as they may require.
- (2) Where reports are required by the Contract, the Contractor shall render such reports in such a form and timeframe as specified by the Authority, or as otherwise agreed between the Contractor and the Authority.
- (3) The MI reports referenced in Condition (1) above shall include, without limitation, the information required by the MI Reporting Template and any guidance issued by the Authority from time to time.
- (4) The Contractor will maintain Open Book Data in relation to the Services to be performed under the terms of this Contract. The Authority may request any information comprising the Open Book Data and the Contractor will provide the information requested within five Working Days.
- (5) The Contractor's performance of the Services shall be monitored by the Contract Manager. Without prejudice to any other rights and remedies under the Contract, the Contract Manager shall be entitled to review the Contractor's performance and make reasonable recommendations to the Contractor for improving the standard of the Contractor's performance in undertaking the Services. The Contractor must use reasonable endeavours to implement such recommendations. The Contractor's Representative shall attend any meetings arranged by the Contract Manager for the purpose of discussing the Services being provided, and reviewing the Contractor's performance.
- (6) If the Contractor (or any Contractor Personnel) is unable, or considers that it is likely to be unable to provide any of the Deliverables, the Contractor must immediately:
  - a. tell the Contract Manager and provide reasons;
  - b. propose corrective action(s); and
  - c. propose a deadline for completing the corrective action(s).

## **24 Intellectual Property Rights**

- (1) Each Party keeps ownership of its own Existing IPRs. The Contractor hereby grants the Authority a non-exclusive, perpetual, royalty-free, irrevocable,

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transferable worldwide licence to use, change and sub-license the Contractor's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of (including to modify) the Deliverables

- (2) The Parties hereby agree that (and the Contractor hereby assigns to the Authority) any New IPR created under the Contract is wholly owned (with full-title guarantee) by the Authority (this clause shall act as a grant and assignment of such New IPR as applicable including acting as an assignment of future New IPR). The Authority gives the Contractor a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations under the Contract.
- (3) The Parties will (as required by the Authority) execute (and procure that any Contractor Personnel or relevant third parties including consultants and subcontractors execute) any documentation at their own cost and in a timely manner to the extent required to give effect to the intent of clause (2).
- (4) Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- (5) Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 24 or otherwise agreed in writing.
- (6) Subject to Clause 26(4), the Contractor indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of any IPR Claim.
- (7) If an IPR Claim is made or anticipated the Contractor must at its own expense and the Authority's sole option, either:
  - obtain for the Authority the rights in Clause 24.1 and 24.2 without infringing any third party IPR
  - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables
- (8) Subject to Clause 26(4), the Contractor shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses, including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or Contractor Personnel.

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## **25 Rights of Third Parties**

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

## **26 Indemnities and Liabilities**

- (1) Subject to Condition 35 the Contractor shall hold harmless and indemnify the Authority on demand from and against all:

- a. claims;
- b. demands;
- c. proceedings;
- d. actions;
- e. damages;
- f. costs (including legal costs);
- g. expenses; and
- h. any other liabilities,

arising from claims made by the Authority's staff or agents, or by third parties, in respect of:

- i. any death or personal injury; or
- j. loss or destruction of or damage to property;
- k. any other direct loss, destruction or damage, including but not limited to direct financial losses which are caused,

by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or subcontractors.

- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).
- (3) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.
- (4) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, provided that any such infringement or alleged infringement is not knowingly caused by, or

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contributed to, by any act of the Authority. The indemnity in this Clause 26(4) shall be capped at £1million (one million pounds sterling).

- (5) Subject to clause (4), each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million (one million pounds sterling) or 150% of the estimated annual Charges due under this Contract.
- (6) Nothing in this Contract shall limit or exclude any of the following (nor shall any liabilities in respect of the following in any way cause or contribute to the erosion of any liability cap):
  - a. liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - b. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees or subcontractors;
  - c. any liability that cannot be excluded or limited by Law;
  - d. any claim pursuant to Condition 24(4) or
- (7) Where a matter is covered by any of the insured liabilities in clause 27, then the limit of the Contractor's liability shall be the greater of the amount described in clause 26(5) or the limit of the insurance policy required under this Contract.

## **27 Insurance**

- (1) The Contractor shall obtain and maintain for a period of 12 years after the expiration of termination of this Contract (and on business as usual terms) with a reputable insurance company the following policy/policies:
  - a. Public liability insurance with a limit of indemnity of not less than £10,000,000 (Ten Million Pounds) in relation to any one claim, the number of claims being unlimited;
  - b. Professional indemnity insurance with a limit of indemnity of not less than £1,000,000 (One Million Pounds) in relation to any one claim, the number of claims being unlimited;
- (2) The Required Insurances, detailed above, to be effected by the Contractor shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract including death or personal injury, loss of or damage to property or any other loss. The required insurance shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- (3) The Contractor shall give the Authority, on request, copies of all the insurance policies required under this Condition or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

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- (4) If, for any reason, the Contractor fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- (5) The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract or otherwise.

## 28 Dispute Resolution

- (1) The Parties shall attempt in to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- (2) If the Parties cannot resolve the dispute pursuant to clause (1) of this Condition, the dispute may, by agreement between the Parties, be referred to mediation pursuant to clause (3) of this Condition.
- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to clause (1) of this Condition.
- (4) If the Parties agree to refer the dispute to mediation:
  - a. in order to determine the person who shall mediate the dispute (the “**Mediator**”) the Parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
  - b. the Parties shall within 14 days of the appointment of the Mediator meet with them 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 Government Procurement Service to provide guidance on a suitable procedure;
  - c. 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;
  - d. if the Parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the Parties, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both the Authority and the Contractor;
  - e. failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the Parties, 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

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

- (5) If the Parties:
- a. do not agree to refer the dispute to mediation;
  - b. fail to reach agreement as to who shall mediate the dispute pursuant to Condition (4); or
  - c. fail to reach agreement in the structured negotiations within 60 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.

## **29 Termination for Insolvency or Change of Control**

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
- a. the Contractor party fails to pay any amount due to the Authority (whether under this Contract or otherwise) on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
  - b. the Contractor party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - c. the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that Contractor;
  - d. applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - e. petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor;
  - f. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor;
  - g. the holder of a qualifying floating charge over the assets of the Contractor has become entitled to appoint or has appointed an administrative receiver;
  - h. a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor;

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- i. a creditor or encumbrancer of the Contractor 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 Contractor's assets and such attachment or process is not discharged within 14 days;
  - j. the Contractor suspends, ceases or threatens to suspend or cease trading or carrying on a substantial part of its business;
  - k. the Contractor's financial position deteriorates materially in the reasonable view of the Authority;
  - l. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
  - m. the Contractor undergoes a change of control, where "control" is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.
- (2) After receipt of the notice under clause (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that clause, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority's right to terminate the Contract under Condition (1) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition (1), or such other period as is agreed by the Parties.

### **30 Termination for Breach of Contract**

- (1) If the Contractor commits a Material Breach that is not capable of remedy the Authority shall be entitled to terminate the Contract with immediate effect by notice in writing to the Contractor.
- (2) The Authority's right to terminate the Contract under Condition (1) above is without prejudice to any other right or remedies in respect of the breach concerned or any other breach of the Contract.

### **31 Cancellation**

- (1) The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, if:
- a. the Authority gives the Contractor not less than 90 days' notice in writing to that effect;
  - b. any of the mandatory or discretionary exclusion events listed under Regulations 57(1) or 57(2) of the Public Contracts Regulations 2015 (the "PCR") occur; or
  - c. a declaration on ineffectiveness is made pursuant to the PCR in respect of this Contract or any variation thereof.

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- (2) If the Authority has given notice under Condition (1) above, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

## **32 Suspension of the Services**

- (1) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them (for a reason other than the default of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension. In such circumstances, subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition 32 those losses which:
  - a. were reasonably foreseeable as arising as a direct result of the suspension; and
  - b. relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).
- (2) The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from any of the circumstances listed in Condition 39.

## **33 Consequences of Termination/Expiry**

- (1) If the Authority terminates the Contract in accordance with Condition 12, 13, 15, 22, 29, (2), 31, 42, 43 or this Contract is otherwise terminated for any other reason (or indeed expires):
  - a. the Contractor shall forthwith cease to provide the Services (but may be required to comply with the Exit Plan – see below);
  - b. the Contractor shall submit to the Authority within five (5) Working Days of termination or expiry (at the Contractor's own cost) a comprehensive status report which shall be current as at the date of submission relating to the Services (this report shall summarise all the Services delivered up to the date of termination/expiry);
  - c. the Contractor shall cease to use the Government Property in good condition (with any keys or access cards) (and any data related to the Services or Confidential Information) and (if so requested) shall hand over to the Authority a complete and uncorrupted version of all relevant data related to the Services and all records, information, documents howsoever held and including any media used to store such data including, without limitation, correspondence with staff engaged for or on behalf of the Authority, the Authority's service departments, any users of the Services and any other relevant third party and anything



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- else relating to the performance of the Services in its possession custody or control either in its then current format or in a format nominated by the Authority whether such Government Property (or other data related to the Services or Confidential Information) is on hard copy or on a disk or on any computer systems;
- d. the Contractor shall return all Personal Data or (if instructed by the Authority) destroy or dispose of it in a secure manner, in accordance with the specific instructions issued by the Authority (for the avoidance of doubt, Personal Data shall include but not be limited to that data which is Personal Data and for which the Authority retains its Controller responsibilities);
  - e. the Contractor shall vacate any Authority's Premises;
  - f. in the event that termination takes place in accordance with Condition 12, 13, 15, 22, 29, (2), 42, 43 or otherwise based on Contractor default:
    - i. the Authority shall immediately cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage to the Authority resulting from or arising out of the termination shall have been calculated; and
    - ii. such termination shall be at no loss or cost to the Authority and the Contractor hereby indemnifies the Authority against any losses, costs and expenses (including legal costs) which the Authority may suffer as a result of any such termination, including:
      - 1. any demonstrable and reasonably incurred wasted expenditure;
      - 2. any demonstrable and reasonably incurred additional costs (including the costs associated with time spent by Authority staff) of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
      - 3. reasonable costs incurred associated with time spent by Authority officers in terminating the Contract;
      - 4. any demonstrable and reasonably incurred losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractors, staff, regulator or customer of the Authority) caused by the act or omission of the Contractor; and
      - 5. any demonstrable loss of anticipated savings (including the cost of providing the Services for the remainder of the period of the Contract to the extent that such cost exceeds the payment that otherwise would have been payable to the Contractor).

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- (2) The rights of the Authority under this Condition are in addition to, and without prejudice to, any other rights that the Authority may have at law or under the Contract.
- (3) The amounts to be recovered by the Authority in accordance with Condition (1)e may be recovered by the Authority as a debt and may be deducted from any sum or sums which would but for this Condition 33 have been due to the Contractor.
- (4) If the Contractor fails to comply with Conditions (1)b-(1)d , the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or subcontractors where any such items may be held.
- (5) Without prejudice to the Authority's other remedies, failure to comply with this Condition may result in the Authority withholding any payment due until reasonable compliance by the Contractor.

## **34 Exit Management**

- (1) The Contractor shall:
  - a. within 30 days from the commencement of this Contract provide to the Authority a copy of its depreciation policy (if so required) for the purpose of calculating net book value of relevant assets related to this Contract (which shall at all times be in accordance with good industry practice);
  - b. create and maintain a detailed register of all assets used to provide the Services (including description, condition, location and details of ownership and status as either exclusive assets (used only for the Authority) or non-exclusive assets and their net book value) and subcontracts and other relevant agreements required in connection with the Deliverables; and
  - c. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Deliverables.

(Limbs (b) and (c) together being the “**Registers**”).

- (2) The Contractor shall:
  - a. ensure that all assets to be used exclusively for the Authority listed in the Registers are clearly physically labelled and identified as such;
  - b. procure that all licences for software provided by third parties and used in the Services and all sub-contracts shall be assignable and/or capable of novation (at no cost or restriction to the Authority) at the request of the Authority to the Authority and/or any replacement

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- contractor upon the Contractor ceasing to provide the Services and if the Contractor is unable to do so then the Contractor shall promptly notify the Authority and the Authority may require the Contractor to procure an alternative sub-contractor or provider of Deliverables; or
- c. where required, appoint an exit manager, who will liaise with the relevant representative of the Authority regarding the expiration or termination of this Contract.
- (3) The Contractor shall, on reasonable notice, provide to the Authority and/or its potential replacement contractors (subject to the potential replacement contractors entering into reasonable written confidentiality undertakings), such information (including any access) as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential replacement contractors undertaking due diligence (the "**Exit Information**").
- (4) Notwithstanding any other provision or restriction in this Contract, the Contractor acknowledges that the Authority may disclose the Contractor's Confidential Information (excluding the Contractor's or its subcontractors' prices or costs) to an actual or prospective replacement contractor to the extent that such disclosure is necessary in connection with such engagement.
- (5) The Contractor shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and/or Deliverables (and shall consult the Authority in relation to any such changes).
- (6) The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Contractor.
- (7) The Contractor shall, within three (3) months after the date on which this Contract commences, deliver to the Authority an exit plan ("**Exit Plan**") which complies with the requirements set out below and is satisfactory to the Authority.
- (8) The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission (see above), then such Dispute shall be resolved in accordance with Condition 28.
- (9) The Exit Plan shall set out, as a minimum:
- a detailed description of both the transfer and cessation processes, including a timetable;

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- b. how the Deliverables will transfer to the replacement contractor and/or the Authority;
- c. details of any contracts which will be available for transfer to the Authority and/or the replacement contractor upon the date of expiration or termination of this Contract together with any reasonable costs required to effect such transfer;
- d. proposals for the training of key members of the replacement contractor's staff in connection with the continuation of the provision of the Deliverables following the date of expiration or termination of this Contract;
- e. proposals for providing the Authority or a replacement contractor copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- f. proposals for the assignment or novation of all services utilised by the Contractor in connection with the supply of the Deliverables;
- g. proposals for the identification and return of all Government Property in the possession of and/or control of the Contractor or any third party;
- h. proposals for the disposal of any redundant Deliverables and materials;
- i. how the Contractor will ensure that there is no disruption to or degradation of the
- j. Deliverables during the six (6) month period after the termination/expiration of the Contract ("**Termination Assistance Period**"); and
- k. any other information or assistance reasonably required by the Authority or a replacement contractor

(10) The Contractor shall:

- a. maintain and update the Exit Plan (and risk management plan) no less frequently than:
  - i. every six (6) months throughout the Contract Period; and
  - ii. no later than twenty (20) Working Days after a request from the Authority for an up-to-date copy of the Exit Plan;
  - iii. as soon as reasonably possible following the Termination Assistance Notice, and in any event no later than ten (10) Working Days] after the date of the Termination Assistance Notice;
  - iv. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
  - v. jointly review and verify the Exit Plan if required by the Authority and promptly correct any identified failures.

(11) The Authority shall be entitled to require the provision of all assistance as reasonably required on expiry of termination of this Contract ("**Termination Assistance**") at any time during the Contract Period by giving written notice to

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the Contractor (a "**Termination Assistance Notice**") at least one (1) months prior to the expiration or termination date. The Termination Assistance Notice shall specify:

- a. the nature of the Termination Assistance required; and
  - b. the start date and the Termination Assistance Period during which it is anticipated that Termination Assistance will be required.
- (12) In the event that Termination Assistance is required by the Authority but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to this Condition, the Contractor will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Authority approved version of the Exit Plan (insofar as it still applies).
- (13) Throughout the Termination Assistance Period the Contractor shall:
- a. if required by the Authority, provide the Termination Assistance;
  - b. provide to the Authority and/or its replacement contractor any reasonable assistance and/or access requested by the Authority and/or its replacement Contractor including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Authority and/or its Replacement Contractor;
  - c. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Authority;
  - d. at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority;
  - e. seek the Authority's prior written consent to access any Authority Premises from which the de-installation or removal of Contractor Assets is required.

### **35 Consequential Losses**

- (1) Save where expressly stated to the contrary in this Contract, neither Party shall be liable to the other Party for any:
- a. indirect loss;
  - b. special loss;
  - c. consequential loss;
  - d. loss of profits;
  - e. loss of turnover;
  - f. loss of business opportunities; or
  - g. damage to goodwill.
- (2) Notwithstanding Condition (1), the Contractor agrees that the Authority may, amongst other things, recover from the Contractor, the following losses incurred by the Authority to the extent that they arise as a result of the Contractor's default:
- a. any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on

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behalf of the Authority in dealing with the consequences of the Contractor's default;

- b. any wasted expenditure or charges;
- c. the additional cost of procuring alternative arrangements for the provision of the Services, which shall include any incremental costs associated with procuring such alternative arrangements above those which would have been payable under the Contract;
- d. any compensation or interest payable to a third party by the Authority;
- e. any fine or penalty incurred by the Authority pursuant to law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
- f. where applicable, the compensation described in Condition (1)e.

### **36 Survival of Terms**

Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect (including for the avoidance of doubt Conditions 10, 11, 12, 14, (6)c, 34 and 37).

### **37 Transfer of Services**

- (1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):
  - a. provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and
  - b. use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority including where requested, handing over directly to a replacement contractor.
- (2) Without prejudice to the generality of clause (1) of this Condition, the Contractor shall, at times and at intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.
- (3) Without prejudice to the generality of clause (1) of this Condition, the Contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

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### 38 Service of Notices and Communications

- (1) A notice or communication given to a Party under or in connection with the Contract shall be in writing and sent to the Party at the address or email address given in this Contract or as otherwise notified in writing to the other Party.
- (2) This Condition (1) sets out the delivery methods for sending a notice to a Party under the Contract and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provision in Condition (2)d below):
  - a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
  - b. if sent by pre-paid first class post or other next working day delivery service, providing proof of delivery, at the time recorded by the delivery service;
  - c. if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Working Day after posting; or
  - d. if sent by email, at the time of transmission.
- (3) If deemed receipt under Condition (1) above would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause (2)d, business hours means 9.00am to 5.00pm on a Working Day.
- (4) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 39 Force Majeure

- (1) Provided it has complied with Condition (2), if a Party ("**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Affected Party shall not be in breach of this Contract for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- (2) The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- (3) The Affected Party shall:
  - a. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its

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- likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- b. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- (4) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

#### **40 Waiver**

- (1) No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- (2) No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- (3) No waiver shall be effective unless it is communicated to the other party in writing.

#### **41 Severability**

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity in a manner that achieves the intended commercial result of the original position.

#### **42 Payment of Taxes: Income tax and NICs**

- (1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:
  - a. the Contractor has complied with clauses (1) and (1) above; or



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- b. the Contractor or its staff are not liable to the relevant taxes.
- (4) A request under clause (2) above may specify the information which the Contractor must provide and a reasonable deadline for response.
- (5) The Authority may supply any information which it receives under clause (2) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- (6) The Contractor shall ensure that any subcontractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in clauses (1) to (4) above and this clause (5), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the subcontractor or agent to provide information to them equivalent to clause (2), and the Contractor shall obtain that information where requested by the Authority.
- (7) The Authority may terminate the Contract with immediate effect by notice in writing where:
  - a. the Contractor does not comply with any requirement of this Condition 42; or
  - b. the Contractor's subcontractors or agents do not comply with the conditions imposed on them under clause (5) above.
- (8) In particular (but without limitation), the Authority may terminate the Contract under clause (6) above:
  - a. in the case of a request under clause (2):
    - i. the Contractor fails to provide information in response to the request within the deadline specified; or
    - ii. the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its subcontractors and agents have complied with the conditions set out or referred to in clauses (1) to (5); or
    - iii. the Authority receives information which demonstrates, to its reasonable satisfaction that the Contractor, its subcontractors or agents, are not complying with those conditions.

#### **43 Payment of Taxes: Occasions of Tax Non-Compliance**

- (1) This Condition 43 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).
- (2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.

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- (3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- a. notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
  - b. promptly provide to the Authority:
    - i. details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - ii. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (4) In the event that:
- a. the warranty given by the Contractor pursuant to clause (1) of this Condition is materially untrue;
  - b. the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by clause (2) of this Condition; or
  - c. the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable,
- the Authority may terminate the Contract with immediate effect by notice in writing.
- (5) In this Condition 43, "Occasion of Tax Non-Compliance" means:
- a. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
    - i. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
    - ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

and/or

- b. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the commencement of the Contract or to a penalty for civil fraud or evasion.

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- (6) For the purpose of clause 0 above:
- a. **"DOTAS"** means the Disclosure of Tax Avoidance Schemes rules (including VAT disclosure regime (VADR), Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes (DASVOIT) and Direct taxes (including Apprenticeship Levy) and National Insurance contributions (DOTAS)) which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
  - b. **"General Anti-Abuse Rule"** means:
    - i. the legislation in Part 5 of the Finance Act 2013 (inclusive of Schedules 43, 43A, 43B and 43C of the same legislation and section 10 and 11 of the National Insurance Act 2014) (in each case as understood in accordance with HMRC's General Anti-Abuse Rule Guidance as approved from time to time); and
    - ii. any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
  - c. **"Halifax Abuse Principle"** means the principle explained in the CJEU Case C-255/02 Halifax and others and any equivalent case law; and
  - d. **"Relevant Tax Authority"** means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

#### 44 Equality and Non-Discrimination

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its Contractor Personnel do not do so.
- (2) The Contractor shall comply with the Authority's equality scheme as published on the Authority's website and shall take all reasonable steps to ensure that its Contractor Personnel do so.
- (3) The Contractor will comply with any request by the Authority to assist the Authority in meeting its obligations under the Equality Act 2010 and to allow the Authority to assess the Contractor's compliance with its obligations under the Equality Act 2010.

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- (4) Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Contractor, its agents or subcontractors, or Contractor Personnel, and where there is a finding against the Contractor in such investigation or proceedings the Contractor will indemnify the Authority 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 Authority may have been ordered or required to pay to a third party.
- (5) The Contractor shall (and shall procure that all Contractor Personnel shall):
- a. perform its obligations under this Contract (including those in relation to the Services) in accordance with:
    - i. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
    - ii. the Authority's equality and diversity policy as provided to the Contractor from time to time; and
    - iii. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
  - b. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
  - c. at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. The Contractor shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.
- (6) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor Personnel) to comply with clauses (1) to (4) of this Condition.

#### **45 Welsh Language Act**

The Contractor shall for the term of the Contract comply with the principles of the Authority's Welsh Language Scheme.

#### **46 Sustainable Procurement**

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor

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shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.

- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Condition by the Contractor.
- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.
- (4) The supplier shall meet the Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## 47 Cyber Essentials

- (1) Cyber essentials certification ("**Compliance Certification**") shall be required where:
  - a. Personal Data is handled;
  - b. data marked 'OFFICIAL' is being stored by the Contractor, or by any Contractor Personnel; or
  - c. the Contract involves the provision of certain ICT products or services as specified by the Authority from time to time.
- (2) The Authority shall determine whether the Contract requires a cyber essentials or cyber essentials plus Compliance Certification, or if no Compliance Certification is necessary.
- (3) Upon request, the Contractor shall provide the Authority with a copy of each such Compliance Certification before the Contractor or the relevant Contractor Personnel (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Authority Data. Any exceptions to the flow down of the certification requirements to third-party suppliers and Contractor Personnel must be agreed with the Authority.

## 48 Safeguarding

- (1) For the purposes of this Condition 48, "**Reasonable Measures**" shall mean: "all reasonable endeavours expected to be taken by a professional and prudent contractor in the Contractor's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including sexual abuse, sexual exploitation and sexual harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "**Serious Misconduct**") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

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- a. clear and detailed policies and guidance for Contractor Personnel, Contractor Providers and where appropriate, beneficiaries;
  - b. developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
  - c. provision of regular training to Contractor Personnel, Contractor Providers and where appropriate, beneficiaries;
  - d. clear reporting lines and whistleblowing policies in place for Contractor Personnel, Contractor Providers and beneficiaries;
  - e. maintaining detailed records of any allegations of Serious Misconduct and regular reporting to the Authority and the Appropriate Authorities (where relevant) of any such incidents; and
  - f. any other Good Industry Practice measures (including any innovative solutions)."
- (2) The Contractor shall take all Reasonable Measures to prevent Serious Misconduct by the Contractor Personnel or any other persons engaged and controlled by it ("**Contractor Providers**") and shall have in place at all times robust procedures which enable the reporting by Contractor Personnel, Contractor Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Contractor or Contractor Personnel to investigate such reports.
- (3) The Contractor shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Contractor Personnel and Contractor Providers to DESNZ Contract Manager and where necessary, the Appropriate Authorities.
- (4) The Contractor shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Contractor acknowledges may include vetting of the Contractor Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Contractor Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where DESNZ reasonably believes that there is an increased risk to safeguarding in the performance of the Services, Contractor shall comply with any reasonable request by DESNZ for additional vetting to be undertaken.
- (5) Failure by the Contractor to:
  - a. put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
  - b. fully investigate allegations of Serious Misconduct; or
  - c. report any complaints to DESNZ and where appropriate, the relevant authorities (including law enforcement)

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shall be a material Default of this Contract and shall entitle DESNZ to terminate this Contract with immediate effect.

#### 49 Modern Slavery

- (1) The Contractor shall, and procure that each of its Contractor Personnel shall, comply with:
  - a. the Modern Slavery Act 2015 ("**Slavery Act**"); and
  - b. the Authority's anti-slavery policy as provided to the Contractor from time to time ("**Anti-Slavery Policy**").
- (2) The Contractor shall:
  - a. implement due diligence procedures for its Contractor Personnel and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
  - b. respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
  - c. prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
  - d. maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract; and
  - e. implement a system of training for its employees to ensure compliance with the Slavery Act.
- (3) The Contractor represents, warrants and undertakes throughout the Term that:
  - a. it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
  - b. its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
  - c. neither the Contractor nor any of its Contractor Personnel, nor any other persons associated with it:
    - i. has been convicted of any offence involving slavery and trafficking; or
    - ii. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.
- (4) The Contractor shall notify the Authority as soon as it becomes aware of:
  - a. any breach, or potential breach, of the Anti-Slavery Policy; or

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- b. any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.
- (5) If the Contractor notifies the Authority pursuant to Condition (3)c.ii above, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- (6) If the Contractor is in Default under Condition (1)b above or (2)e above Authority may by notice:
  - a. require the Contractor to remove from performance of the Contract any Contractor Personnel or other persons associated with it whose acts or omissions have caused the Default; or
  - b. immediately terminate the Contract.

## **50 Other Legislation**

- (1) The Contractor shall, and shall procure that its subcontractors, agents and personnel, comply with all other applicable law in force from time to time for the duration of the Contract.
- (2) The Contractor must use reasonable endeavours to comply with the provisions of Schedule X (Corporate Social Responsibility).
- (3) The Contractor indemnifies the Authority against any costs resulting from any Default by the Contractor relating to any applicable Law to do with the Contract.
- (4) The Contractor must appoint a Compliance Officer who must be responsible for ensuring that the Contractor complies with the Law and Conditions 13, 22, 42, 43, 44 and 46.

## **51 Health and Safety**

- (1) The Contractor shall (and shall procure that the Contractor Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
  - a. all applicable Law regarding health and safety; and
  - b. the Health and Safety Policy whilst at the Authority's Premises.
- (2) Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.



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## **52 Law and Jurisdiction**

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

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## Schedule 2 – The Authority’s Specification of Requirements

### 1. Glossary

Throughout this document we will refer to several acronyms, including but not limited to:

*Table 1: Glossary*

ASEAN	Association of Southeast Asian Nations. Viet Nam is a member
DESNZ	Department for Energy Security and Net Zero
DBT	Department for Business and Trade
DIT	Department for International Trade
FCDO	Foreign, Commonwealth and Development Office

### 2. Introduction

As part of DESNZ’ work to tackle climate change and deliver net zero at home and abroad, and in alignment with the work of the [Energy Transition Council](#), we are responding to a request from the Vietnamese Government (GoV) to develop an Offshore Wind Centre of Excellence.

This tender follows the completion of a successful scoping exercise (please find in Annex H) carried out in February-March 2023 which determined the activities, outputs and possible governance models for a Centre of Excellence which tackles the challenges in scaling up the offshore wind sector in Viet Nam and enables UK and international stakeholders to participate in the development of the offshore wind market.

The next phase of the project will focus on implementing the recommendations agreed upon by UK Government staff and international stakeholders in the scoping exercise, including to finalise and deliver activities related to (a) membership; (b) governance; (c) project processes; and (d) delivery of technical objectives.

### 3. Desired Outcome & Objectives

It is intended that this implementation phase will establish an early stage, but fully operational, Centre of Excellence with clear structures for ownership, governance, membership, scope of activities and financing arrangements. Although intended to be flexible as the CoE develops during this phase, the CoE should encompass core values which align with the collaboration, pace and technical engagement required to deliver progress in scaling up the offshore wind sector. It should establish itself a unique position in the Vietnamese energy landscape to do so, bringing together a diverse range of stakeholders to accelerate progress.

Over-arching objectives for this phase:

- a. Develop plan for implementation considering:
  - i. **Membership** – continue/build additional engagement with Government of Viet Nam, international development partners and UK staff (DESNZ, FCDO, DIT).
  - ii. **Governance** – finalise/agree governance structures and implement them (initial steps taken to identify structures in scoping study).

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- iii. **Project processes** – finalise/instigate processes for defining and delivering activities under the CoE, including over-arching objectives for each technical area.
  - iv. **Delivery of technical objectives** – begin delivery of core set of initial activities under skills & training (likely first priority); capacity building; research, development & demonstration. Scale of support defined following completion/progress in (i)-(iii).
- b. Ensure inclusion and engagement on/with UK expertise, research and industry to expose them to the opportunities in the Offshore Wind sector in Viet Nam.

There are a range of other Government and institutional partners already operating in the offshore wind space in Viet Nam, including through a recently-formed Offshore Wind Taskforce led by GIZ, the Global Wind Energy Council, and through Orsted. It will be crucial to ensure there is little/no duplication with existing activities. DESNZ, DIT and FCDO staff can provide information and introductions to ensure you are engaging with the correct individuals.

#### 4. Activities and Deliverables

The following sections outline the activities and deliverables that will be required from the supplier to assist the Authority in addressing the objectives outlined above. The Authority has outlined a set of suggested activities that would underpin these outputs or deliverables and indicated where these activities are essential or not. Where activities are not essential and bidders have alternative suggestions for how the deliverables and objectives could be achieved, we welcome alternative approaches so long as they are clear, justified and offer value for money to DESNZ. If there are elements of the scope below that suppliers are unable or not confident to perform, they should state this in their proposals.

##### A. Phase 1 – Initial implementation phase planning

- Inception/scoping
  - Familiarisation with the scoping study and ensure plans will directly build out of scoping efforts completed already.
  - Inception/scoping with DESNZ, DBT, FCDO firstly in an inception meeting with officials to discuss possible approaches and ensure connections have been made to ongoing HMG work.
- Refining/consultation
  - Engagement and testing with Government of Viet Nam and local Vietnamese stakeholders. UK Government teams, including DESNZ and in-country FCDO staff will support this engagement.
  - Engagement and testing with international stakeholders, development partners and research institutions, particularly focused on those engaged actively in the scoping exercise. UK Government teams, including DESNZ and in-country FCDO staff will support this engagement.
  - Ongoing engagement with UK Government teams to further refine methodology and proposals, and respond to developments as more information/consultation is carried out.
  - Agreement/consultation will include seeking input on the branding of the Centre, including a possible name-change as proposed in the scoping study.
- Agreement and sign-off
  - UK Government, Government of Viet Nam as a priority sign-off/give an indication of their agreement for proposals.
  - Ensure clear ownership pathway for Government of Viet Nam officials.

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**Output:** Project implementation plan with detailed timeline, plus clear branding i.e., possible name change.

## **B. Phase 2 – Deliver/put in place structure for core processes.**

- Secure membership
  - Following plans made and agreed upon in Phase 1, begin securing members in the manner proposed.
- Put in place governance structures
  - Finalise and put in place structures for members, UK Government, Government of Viet Nam and other key stakeholders the governance structures.
- Establish project processes
  - Begin work to put in place project processes to structure activities under the three key areas identified in the scoping study: (a) capacity building; (b) skills & training; (c) research, development, and demonstration.

**Outputs:** Clear structures put in place for the above three areas.

## **C. Phase 3 – Deliver initial set of activities.**

- This phase will be defined by Phases 1 and 2 and will be significant to demonstrate the ability of the Centre to start providing catalytic support in the sector. As such, this first stage of activities should be well-considered and significant in their contribution to the most pressing challenges. It is anticipated that activities will focus on the areas outlined in the project processes section of Phase 2 and upon completion of this aspect of Phase 2 should be a positive demonstration of the project processes put in place for delivering activities under the Centre.
- It should be strongly considered how other international partners are able to support in the delivery of this phase, with indications given by a several partners that they would like to engage. UK teams will support in making these connections and exploring this as an option. This will support the financial sustainability of the Centre and its nature in being a true global partnership.

**Output:** Initial set of activities to be planned and delivered as per project processes agreed upon in Phase 2.

## **D. Phase 4 – Final report**

- The report will be produced by the Contractor, with input and support from UK Government teams. The report should contain a summary of outputs, results and outcomes from each of the phases and will likely be an accumulation of products produced during the project.
- Where required, a public version of the report (likely much shorter) should be produced for sharing with the diverse range of partners engaged in this project and should be translated into Vietnamese.

## **4. Timeline**

This timeline is indicative. The final report deadline is not flexible, but every other stage of the project should be agile enough to account for unexpected developments (which could accelerate or slow down efforts). It is anticipated that work across the stages may operate concurrently.

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Phase	Requirement Title	Timeline	Estimated total value (excluding VAT)	Description
1	Initial implementation phase planning	Sep – Oct 2023	£40k	Set out plans for project implementation to end of March 2024, consult with HMG and international organisations, as well as GoV. Agree planning with HMG teams – DESNZ, FCDO, DIT.
Review point 1	Implementation plan	Oct 2023		
2	Deliver/put in place structure for core processes	Oct-Dec 2023	£50k	Core processes: public-facing project objectives, technical objectives, membership, governance, project processes.
Review point 2	Assess progress on core structures	Dec 2023		
3	Deliver an initial set of activities for skills & training and capacity building. Scope medium term options for RD&D activities.	Jan-March 2024	£70k	As stated. To be further scoped during first two requirements.
Review point 3	Ahead of final report, consider outcomes of earlier phases and nature of final report.	Feb/March 2024		
4	Final report, incl. plans for next financial year sustainability	March 2024	£40k	Consult/discuss and agree plans for next steps into 2024/25 financial year.

## 5. Expertise Requirements, Team Structure and Skills

**Relevant experience and insights** in the global offshore wind sector, with relevant experience in setting up or developing similar industry/policymaker entities.

**Ability to engage effectively with international partners.** The Centre of Excellence will require a good knowledge of relevant stakeholders in Viet Nam to ensure no duplication of existing work and scoping provides added value.

**Relevant experience working with ASEAN Governments** in similar or related areas of renewables.

**Essential skills and expertise:** The scope of this project is relatively flexible but skills we expect to see from applicants include:

- Strong leadership and engagement capabilities with Governments, multilateral development banks and other international organisations.

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- Operational capacity to work with stakeholders located in Viet Nam if required.
- Ability to engage and work with a range of stakeholders in Viet Nam, regionally, in the UK and possibly elsewhere.
- Understanding of political dynamics and energy sector developments in Viet Nam.
- Technical understanding of the offshore wind sector, including legal and technical elements.
- Access to analysis, insights and understanding of the local context for offshore wind, and in relation to other renewable technologies, in Viet Nam.

**Desirable skills and expertise:** DESNZ are also interested in the following, which are not currently essential but are desirable nonetheless:

- On-the-ground presence or easily mobilised support from surrounding regions;
- Experience developing a similar concept for a similar sector elsewhere, preferably in relation to offshore wind;
- Connections or partnerships with international institutions relevant to this subject, including research or academic institutions and international organisations.

## 6. Governance and Working Arrangements

The Contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. Access to the Contractors' analysts, including but not necessarily limited to assisting with analytical queries and presenting analysis, should also be provided. We anticipate that this project will be collaborative with DESNZ, FCDO and DIT staff and expect working arrangements to be finalised once a delivery partner has been identified.

It is expected that queries throughout the subscription period are dealt with promptly. A DESNZ project manager will be assigned to the project and will be the central point of contact. The DESNZ project manager, with support from FCDO and DIT staff, will be available to answer queries and support development regularly, at least at a frequency of once every two weeks. This can be assessed with the delivery partner if greater frequency is required, for example towards the end of the project.

The DESNZ project manager and SRO of the DESNZ team from which this funding comes from will be responsible for signing off the work at the interim milestones outlined.

## 7. Accessibility

For all outputs we would require the Contractor to provide ongoing website-based access to all data/reports listed above for a 12-month period from the start of the contract.

DESNZ requires more than one account made available to it in order to access the information. Where possible, but not essential, DESNZ would like the ability to request multiple accounts (up to 5 or even 10) to be made available to its staff in order to access this information. If there is a cost difference depending on the number of account holders please make this clear and DESNZ will decide on the optimum number of account holders. Only DESNZ staff whose role would require this information would be requested to have accounts created.

All information should be presented in an intuitive and user-friendly format, if necessary the Contractor should offer training in the effective use of their product to enable effective use by end users.

## 8. Ownership and Publication

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DESNZ will be authorised to reproduce products and information in internal documents (including those shared with other Government Departments) with the source of information attributed to the supplier.

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## Schedule 3 – Supplier Proposal

### Indicative Workplan

	Week Commencing										
M: Milestone deliverable	11-Sep-23	25-Sep-23	09-Oct-23	23-Oct-23	06-Nov-23	20-Nov-23	04-Dec-23	18-Dec-23	Jan-24	Feb-24	Mar-24
Phase 1 -Initial implementation phase planning											
Phase 1a - Inception/scoping											
Phase 1b – Refining / consultation											
Phase 1c – Agreement / sign off											
<b>WeDeliverable 1: Project Implementation Plan</b>				M							
<b>Review Point 1</b>											
Phase 2 - Deliver/ put in place structure for core processes											
Phase 2a: Secure membership											
<b>Deliverable 2a(i): Documentation of structure and process for members</b>							M				
<b>Deliverable 2a(ii): In-principal agreement from key members</b>							M				
Phase 2b: Put in place governance structures											
<b>Deliverable 2b: Final and implemented governance structure</b>							M				
Phase 2c: Establish project processes											
<b>Deliverable 2c: Define CoE project work and process for implementing</b>								M			
<b>Review Point 2</b>											
Phase 3 - Deliver initial project activities											
Phase 3a – Project Delivery											
<b>Deliverable 3a: Delivery of 3 core sets of initial activities</b>											M
<b>Review Point 3</b>											
Phase 4 - Final Report											
Phase 4a – Final summary report of all phases											
<b>Deliverable 4: Final Report</b>											M



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**Resource Table - REDACTED**

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Schedule 4 – Contract Price

Budget Summary (net VAT)

Phase 1	REDACTED
Phase 1 Expenses	REDACTED
<b>Total Phase 1</b>	<b>REDACTED</b>
Review Point 1	REACTED
Review Point 1 Expenses	REACTED
<b>Total Review Point 1</b>	<b>REDACTED</b>
Phase 2	REDACTED
Phase 2 Expenses	REDACTED
<b>Total Phase 2</b>	<b>REDACTED</b>
Review Point 2	REDACTED
Review Point 2 Expenses	REDACTED
<b>Total Review Point 2</b>	<b>REDACTED</b>
Phase 3	REDACTED
Phase 3 Expenses	REDACTED
<b>Total Phase 3</b>	<b>REDACTED</b>
Review Point 3	REDACTED
Review Point 3 Expenses	REDACTED
<b>Total Review Point 3</b>	<b>REDACTED</b>
Phase 4	REDACTED
Phase 4 Expenses	REDACTED
<b>Total Phase 4</b>	<b>REDACTED</b>
<b>Total Contract Price</b>	<b>£191,857.14</b>
Supplier Maximum Profit Margin	REDACTED

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**Delivery Budget - REDACTED**

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**Costed Workplan - REDACTED**

**Value for Money Statement - REDACTED**

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## **Schedule 5 – Correspondence**

(Not used)



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## **Schedule 6 – Expenses Policy and Eligible Costs**



NZSI Expenses Policy  
and Eligible Costs Gui

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## **Schedule 7 – Performance Management**

Contract performance will primarily be measured and managed using Key Performance Indicators (KPI). The requirements of the relevant contract schedule will apply throughout service delivery.

Key Performance Indicators (KPIs) will be used to align the Contractors performance with the requirements of the Authority.

DESNZ reserves the right to amend the existing KPI's detailed below or add any new KPI's. Any changes to the KPI's will be agreed with the Contractor and, during delivery, be confirmed by way of a formal contract amendment.

KPIs will be monitored on an at least quarterly basis by DESNZ and will be reported on each quarter. The Authority will reserve the right to request reporting of KPIs on a more frequent basis if performance levels would suggest increased monitoring is required.

DESNZ reserves the right to publish contract KPIs and performance against these in line with departmental and cross-Government requirements.

Performance of each KPI will be recorded against a red, amber, green "score", as described below, with a red score constituting a Service Level Failure. These levels of performance are detailed in the table below, along with the frequency of reporting. As a minimum, the Contractor will be required to report against KPIs (where possible) in each quarterly invoicing period.

Where KPI's have not been met because of issues outside of the Contractor's direct control, the Authority may choose to disregard the KPI penalties and corrective measures in that instance.

### **Scoring methodology for KPI criteria:**

- **Green Score:** If a green score has been awarded to a KPI then no further action is required from the Contractor, with the exception of continuing activities to maintain this score for the next reporting period.
- **Amber Score:** If an amber score is awarded, the Contractor should examine and implement measures to prevent this KPI being scored an amber in subsequent reporting periods. The Authority will not expect formal improvement measures at that stage. If a single KPI is awarded amber in two consecutive invoice periods, or twice in four consecutive invoicing periods then the Contractor should create and implement a Remediation Plan at their own cost. This should detail how they will change their practices to prevent another amber score being awarded for this KPI. The timeline for producing this Remediation Plan should be agreed between the Authority and the Contractor and should only be implemented following approval by the Authority. The Authority reserves the right to terminate the Contract if a satisfactory Remediation Plan cannot be agreed.
- **Red Score:** If a red score is awarded, this is considered a Service Level Failure. The Contractor should create and implement a Remediation Plan at their own

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cost. This Remediation Plan should detail how they will change practices to prevent another red score being awarded for this KPI. As above, the Authority must agree to the timelines and contents of the Remediation Plan prior to implementation and reserves the right to terminate the Contract if a satisfactory plan cannot be agreed. If, following implementation of a Remediation Plan, the Contractor scores a red in the same KPI in any subsequent period throughout the duration of the Contract, the Authority reserves the right to terminate the Contract. The Authority also reserves the right to terminate the Contract if a KPI red score has been awarded without requesting a Remediation Plan if it is of the opinion of the Authority that a Material Default has occurred. The Authority reserves the right to suspend, or partially terminate the Contract, while a Remediation Plan is being developed and agreed, where there is justification to do so.

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The following KPIs will apply to this contract.

Service Performance Criterion (KPI Category)	Level (KPI)	Ref. No.	Key Performance Indicator	Service Level Performance Measure	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
Social Value		SV1.1	GHG savings from effective use of hybrid working and sustainable travel	Contractor able to demonstrate GHG savings from effective use of virtual working, sustainable travel	Consultant submits report on GHG emissions avoided from virtual working				Delivered ahead of the final report
Social Value		SV1.2	Amount of hybrid working	% of meetings successfully held virtually vs in person with a good outcome.	80%	80%	70%	60%	Reported quarterly. Delivered by the end of the contract.
Social Value		SV2	Emissions reduction targets for contract delivery	% of the total budget covered under science-based targets / Net Zero commitments	76%	76%	70%	60%	Reported quarterly. Delivered by the end of the contract.
Social Value		SV3	Supporting the supply chain with emissions reductions	% of consortium lead's supply chain committed to SBTs in relation to emissions by March 2024	40% (measured by budget amount)	40%	30%	20%	Reported quarterly. Delivered by the end of the contract.
Social Value		SV4	Corporate-level progress towards Net Zero.	% of the lead Contractor's decarbonisation roadmap reliant on offsetting to achieve Net Zero Commitments within contract duration.	0%	0%	10%	20%	Reported quarterly. Delivered by the end of the contract.
Social Value		SV5	Lead Supplier demonstrates effective progression of local skills and knowledge development	% of report writers receiving training on accessible and inclusive writing	100%	100%	90%	85%	Reported quarterly. Delivered by the end of the contract.
Social Value		SV6	Diverse and inclusive delivery supply chain	Number of opportunities for local knowledge and skills to be accessed in delivery of the	10	10	8	8	Reported quarterly. Delivered by the

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Service Performance Criterion Category	Level (KPI)	Ref. No.	Key Performance Indicator	Service Level Performance Measure	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
				contract					end of the contract.
Social Value		SV7	Leveraging existing knowledge and tools	Number of existing consortium tools, research, databases leveraged for project delivery	8	8	6	4	Reported quarterly. Delivered by the end of the contract.
Social Value		SV8	Supporting and local knowledge.	Number of opportunities for local knowledge and skills to be supported and developed in the delivery of the contract. (within the supply chain and wider opportunities)	6	6	4	2	Reported quarterly. Delivered by the end of the contract.
Finance		F1	Forecasting accuracy	% variance between actual invoiced amounts and forecasted amounts.	Invoiced amount within 10% of forecast	<10%	>10% - <15%	>15%	Quarterly
Finance		F2	Accurate and timely invoicing	% of accurate and compliant invoices and quarterly financial reports submitted on time	Financial reports/invoices submitted on time	Within 10 working days of the end of the reporting period	Within 15 working days of the end of the reporting period	Within >15 working days of the end of the reporting period	After outputs signed off
Reporting		R1	Reporting - provided in a timely, accurate and concise manner	Quarterly narrative/risk/performance management reports submitted on time as agreed with DESNZ	Reports submitted on time with respect to agreed deadlines	On time	5 working days after agreed deadline	>5 working days after agreed deadline	Quarterly
Comms		C1	Relevant programme outputs disseminated effectively	% of delegates at dissemination events who feedback positively on the event. Total number of views online of published outputs (and % who rate outputs useful)	% of beneficiaries who respond positively	>80%	60-80%	<60% feedback positive	Delivered ahead of final report

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Service Performance Criterion Category	Level (KPI)	Ref. No.	Key Performance Indicator	Service Level Performance Measure	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
Delivery		D1	Mandatory outputs successfully on track	Outputs are on track to be completed on time and on budget to the required quality	outputs delivered on time/on budget unless agreed in advance otherwise	100%	70-99%	<70%	Quarterly
Delivery		D2	Value-added outputs successfully on track	Value-added outputs, suggested by Contractor, successfully on track	outputs delivered on time/on budget unless agreed in advance otherwise	100%	70-99%	<70%	Quarterly
Delivery		D3	Inputs are delivered as agreed at the scoping stage	All methodology inputs are on track to be completed on time and on budget	inputs delivered on time/on budget unless agreed in advance otherwise	100%	70-99%	<70%	Quarterly
Collaboration		CB1	Effective working with DESNZ and all other key stakeholders	Positive feedback from key DESNZ stakeholders on how the Contractor is performing in relation to the ways of working 3-way MOU	Contractor gets positive feedback against all principles in the MOU	>90% of principles get positive feedback	70-99% principles get positive feedback	<70% principles get positive feedback	Quarterly

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## **Schedule 8 – Processing, Personal Data and Data Subjects**

The Contractor will be compliant with the Data Protection Legislation as defined in the terms and conditions applying to this Invitation to Tender. A guide to the UK General Data Protection Regulation published by the Information Commissioner's Office, can be found [here](#).

The only processing that the Contractor is authorised to do is listed in Annex 1 by DESNZ, "the Authority" and may not be determined by the Contractor.

### **Annex 1: Processing, Personal Data and Data Subjects**

1. The contact details of the Authority's Data Protection Officer are:

DESNZ Data Protection Officer  
Department for Energy Security and Net Zero  
1 Victoria Street  
London  
SW1H 0ET  
Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

2. The contact details of the Contractor's Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: General Counsel and Company Secretary, [legal@carbontrust.com](mailto:legal@carbontrust.com)
3. The nature of the service will require the Contractor to collect personal data directly from data subjects. Where the Authority is the controller the Contractor will use the agreed DESNZ privacy notice as instructed by the Authority. Where the Contractor is the controller they will use their own privacy notice.
4. DESNZ will be relying on consent as the relevant legal basis of processing. The Contractor will ensure that all communications requesting the provision of personal data allow for the data subject to provide clear, affirmative, informed, freely given and unambiguous consent, which requires a positive 'opt-in.' The Contractor will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.
5. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
6. Any such further instructions shall be incorporated into this Annex 1.

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Description	Details
Data Protection Legislation	All applicable Law about the Processing of personal data and privacy
UK General Data Protection Regulation (UK GDPR)	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
Identity of the Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of any directors, officers, employees, agents, consultants, delivery partners and contractors of the Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under the Contract) for which the Authority is the Controller.</li> <li>• Business contact details of relevant stakeholders (i.e. stakeholders who are not directors, officers, employees, agents, consultants, delivery partners or contractors of the Authority) which the Authority may share with the Contractor or the purpose of fulfilling the services and for which the Authority is the Controller.</li> <li>• Business contact details of Contractor Personnel for which the Contractor is the Controller.</li> <li>• Business contact details of relevant stakeholders which the Contractor may separately identify and for which the Contractor is the Controller.</li> </ul>
Subject matter of the processing	Implementation phase for a Viet Nam Centre of Excellence (CoE) for Offshore Wind, building on the collaborative partnerships established in the



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	<p>first phase. The delivery partner will develop international and local partnerships further, as well as identifying (and securing) a sustainable option for the longevity of the CoE. This will include activities such as: (a) developing a proposal for implementation; (b) finalising/securing project owners and managers; and (c) delivering an initial core set of activities in support of objectives laid out in the scoping study for capacity building, RD&amp;D and skills &amp; training. The purpose of the processing is further detailed in Schedules 2 and 3 of this contract.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>The Contractor will need to process the names and business contact details of a range of local and international stakeholders as part of their work to facilitate interviews and workshops relating to the delivery of the services.</p>
Duration of the processing	Processing will take place from the date of signature for the duration of the Contract plus a 12-month retention period. The Contract will end 6 months from signature but may be extended for a further 12 months.
Nature and purposes of the processing	<p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>The processing will include the collection and storage of names and business contact details of</p>

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	stakeholders relevant to the delivery of the services for the purpose of conducting interviews and workshops.
Type of Personal Data	<p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>The processing will include the collection and storage of names, business telephone numbers and email addresses, office location and position of staff of stakeholders relevant to the delivery of the services for the purpose of conducting interviews and workshops.</p>
Categories of Data Subject	<p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p> <p>Other data subjects include stakeholders relevant to the delivery of the services.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under UK GDPR to preserve that type of data	<p>The Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>

## **Annex 2: Annex for Independent Controller**

1. The Parties acknowledge that for the purpose of Data Protection Legislation the Contractor is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Contractor and the Authority share any Personal Data for the purposes specified in paragraph 4, the Parties acknowledge that they are each separate Independent Controllers in respect of such data.

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2. The Contractor shall (and shall procure that any of its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
3. On request from the Authority, the Contractor will provide the Authority with all such relevant documents and information relating to the Contractor's data protection policies and procedures as the Authority may reasonably require.
4. Subject to paragraph 5(b) of this Annex 2, the Contractor agrees that the Authority and its Representatives may use Personal Data which the Contractor provides about its staff and partners involved in the delivery of the Services to exercise the Authority's rights under this Agreement and or to administer the Contract or associated activities. Furthermore, the Authority agrees that the Contractor and its Representatives may use Personal Data which the Authority provides about its staff involved in the delivery of the Services to manage its relationship with the Authority.
5. The Authority and the Contractor shall:
  - (a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
  - (b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.
6. Where a Party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Agreement:
  - a) the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
  - b) where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:
  - c) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
  - d) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
7. Each Party shall promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Agreement and shall:
  - a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
  - b) implement any measures necessary to restore the security of any compromised Personal Data;
  - c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
8. Without limiting any other provision of this Schedule 8, Annex 2, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the

Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

DESNZ Ref: prj\_194 / con\_5204

other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.

9. The Authority and the Contractor shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Agreement.
10. The Contractor will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.
11. If there is any conflict between this Schedule 8 and the Terms and Conditions of contract the Terms and Conditions will apply.

Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

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## Schedule 9 – Variation Template

### VARIATION TO CONTRACT FORM

CONTRACT TITLE:

FOR THE PROVISION OF:

CONTRACT REF:

VARIATION No:

DATE:

BETWEEN:

(1) The Secretary of State for Energy Security and Net Zero (herein after called “the Authority”); and

(2) [ ] (hereinafter called “the Contractor”)

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

i) [ ]

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.

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

Signed for and on behalf of the **Department for Energy Security and Net Zero (DESNZ)**

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of [ ]

Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

DESNZ Ref: prj\_194 / con\_5204

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Date: \_\_\_\_\_



# Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

Proposal for the Department for Energy Security and Net Zero (DESNZ)

CVs

REDACTED



















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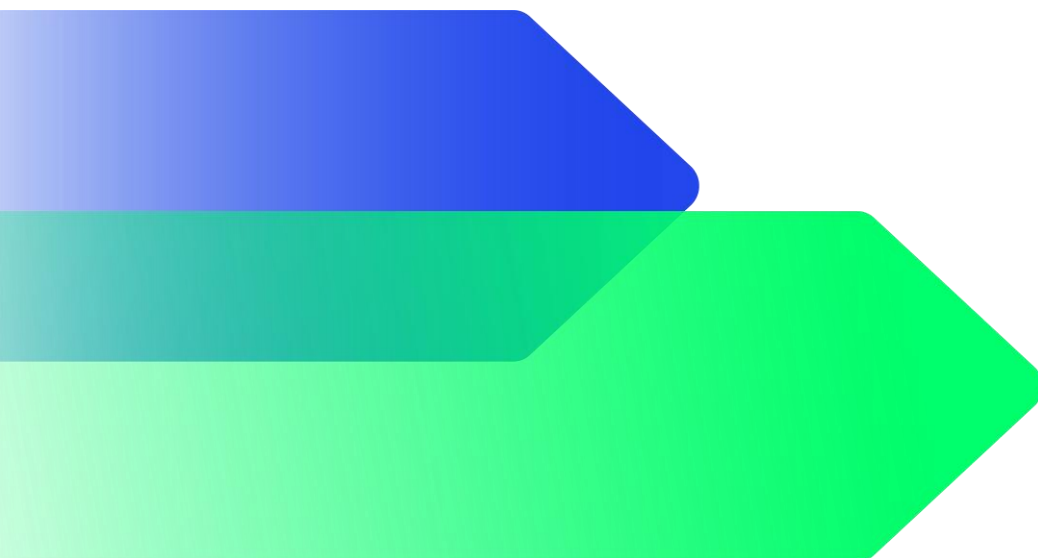




# Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

Proposal for the Department for Energy Security and Net Zero (DESNZ)

[Delivery Plan and Methodology](#)



# 1. Strategic importance of this project

In December 2022 the Government of Viet Nam, in collaboration with international partners, including the United Kingdom, took a significant step forward in driving a sustainable energy transition. They jointly announced the establishment of a Just Energy Transition Partnership (JETP), demonstrating their commitment to mobilise \$15.5 billion of public and private finance to steer Viet Nam's energy sector away from fossil fuels. This initiative is in line with the Viet Nam's pledge at COP26 to achieve net zero emissions by 2050.

Underlining the commitment to this transition, Viet Nam's Deputy Prime Minister, Tran Hong Ha, signed the promulgation of Decision 845/QD-TTg on 14 July 2023, officially establishing a Secretariat tasked with implementing the JETP Declaration. The Secretariat comprises members from relevant governing bodies, including MONRE, MOIT, MPI, MOF, MOLISA, MOST, SBV and others, with the Minister of MONRE leading the charge as the Head of the Secretariat.<sup>1</sup>

The offshore wind (OSW) industry has emerged as a vital sector within the JETP's strategy, primarily due to Viet Nam's extensive coastline and abundant OSW potential. As of 2022, Viet Nam already boasts 18 active offshore wind projects, located near-shore in relatively shallow waters.<sup>2</sup> The recently released PDP8 by MOIT outlines ambitious national targets of **6GW of OSW projects by 2030** and a **staggering 70GW to 91GW by 2050**. Notably, OSW will not only cater to power generation but also be leveraged for other **energy applications, such as hydrogen and green ammonia production**. The targets for these applications are set at **15 GW by 2035** and an impressive **240 GW by 2050**.

Recognising the significance of this industry, numerous stakeholders have rallied together to support its growth. Donor partners like GIZ and multilateral development organisations are actively collaborating with Government ministries to offer technical assistance in addressing regulatory and market barriers<sup>3</sup> while policy measures are being devised to facilitate offshore wind deployment through platforms like Viet Nam Energy Partnership Group (VEPG).<sup>4</sup>

The UK Embassy has played a critical role in supporting Viet Nam thus far. By working through the Energy Transition Council and the ASEAN Low Carbon Energy Programme (LCEP), among other initiatives, it has provided invaluable capacity building support to a wide array of stakeholders. The most notable support extended earlier this year to the Vietnamese OSW industry, is the comprehensive scoping of functionalities and operational aspects for an OSW Centre of Excellence (COE). Spearheading the Scoping Study has been both an honour and a privilege for The Carbon Trust and our implementing partners. In this new phase, the Carbon Trust remains steadfastly committed to driving the project's implementation forward.

The continuation and implementation of the COE project are highly anticipated by the Carbon Trust, as it holds immense potential to be a transformative force in market development and increased investment. Drawing from experiences in other regions, it is evident how a COE can act as a catalyst for growth, fostering collaborative efforts and supporting sustainable development. The COE's core mission aligns with the broader goals of achieving a just transition

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<sup>1</sup> [Decision 845 on JETP Secretariat .pdf - Google Drive](#)

<sup>2</sup> <https://www.mayerbrown.com/-/media/files/perspectives-events/publications/2022/09/offshore-wind-in-vietnam-harnessing-the-countrys-potential.pdf>

<sup>3</sup> [GIZ - Support to the Up-scaling of Wind Power \(DKTI WIND\) \(Finished\) \(gizenergy.org.vn\)](#)

<sup>4</sup> [Viet-Nam-Energy-Partnership-Group \(vepg.vn\)](#)

to alleviate poverty, inequality, and unemployment, making it a pivotal initiative in Viet Nam's pursuit of a greener and more equitable future.

## 2. Introduction to the Project Team

The combined project team will bring forward concrete expertise on the local context, crucial relationship to industry and Government stakeholders, and expansive international experience to ensure the project objectives are fully achieved.

**The Carbon Trust's** mission is to accelerate the move to a decarbonised future. The Carbon Trust has been pioneering decarbonisation for more than 20 years for businesses, governments and organisations around the world. We draw on the experience of over 400 experts internationally, accelerating progress and providing solutions to this crisis. We have supported over 3,000 organisations in 50 countries with their climate action planning, collaborating with 150+ partners in setting science-based targets, and supporting cities across 5 continents on the journey to Net Zero.

Offshore wind market development has been central to our work. The Carbon Trust's rich experience in the global OSW markets expands over 15 years, having been at the forefront of offshore wind development by providing policy advice, market analysis and industry renowned joint-industry programmes (JIPs) to offshore wind private and public stakeholders.

This experience provides the Carbon Trust with a unique standpoint from which to implement the activities of the OSW COE for Viet Nam. The Carbon Trust have/had similar project experience in Viet Nam, the Philippines, Japan, Jordan, the UK, and we are currently supporting the USA – both nationally and regionally<sup>5</sup>, to establish OSW consortiums (more information in *Team Structure, Experience, and Technical Expertise* document). We will look to leverage this experience, as well as our strong connections with both the UK and Viet Nam Government, to facilitate UK-Viet Nam strategic-level interest in the OSW Centre of Excellence.

Carbon Trust has enlisted the expertise of **NH Quang & Associates** (NHQA), one of Viet Nam's leading law firms to provide legal guidance for the implementation of the COE. NHQA has a wealth of experience and a strong network in the Vietnamese energy sector, having provided legal and technical assistance to numerous renewable energy projects, net-zero roadmaps, and energy policies and programmes. Their expertise will be invaluable in ensuring the success of the COE.

The **Global Wind Energy Council** (GWEC) acts as the technical advisor of our project team. They represent the industry and ensure that the project outcome includes the view of the local and international OSW developers. GWEC is part of Offshore Wind Development Task Force (OSW Taskforce) under VEPG Technical Working Group 2 (VEPG TWG 2), this also ensures that the project outcome complements with other donor activities in the country.

## 3. Proposed Scope of Work

The project team understands that the objective of this project is to establish a fully operational COE with clear governance structures, membership definitions and buy-in, and an early stage-scope of activities and likely financing arrangements. This work is in response to a request from the Government of Viet Nam under the Energy Transition Council and is an important continuation of the previous Scoping Study that has identified prioritised options for the Centre's implementation. As such, the Centre will be implemented considering the strategic fit within wider developments in Viet Nam and align its objectives to address the technical and regulatory

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<sup>5</sup> [About - National Offshore Wind](#) ; [Offshore Wind Experts Selected to Support Research Consortium - Maine Offshore Wind Initiative](#)

barriers to scaling up the offshore wind sector. *In anticipation that a name change might be beneficial, this proposal will nonetheless refer to the Centre of Excellence in its original name until a suitable alternative is identified during project implementation.*

To successfully establish an early-stage Centre of Excellence for Offshore Wind, we understand that in-depth engagements with key ministerial departments in the Government of Viet Nam will be essential to secure ownership at the national level. In conjunction, we will bring forward the preliminary concepts identified through the Scoping Study that this Consortium-led and test these proposals with local Vietnamese and international stakeholders, development partners, and research institutions – with the objective of refining a workable concept that can be practically deployed within the project timeframe, and encompass a core, ambitious aim of rapidly scaling up the offshore wind sector.

This implementation phase requires deeper and more precise identification of stakeholders that are highly influential towards the set-up of the Centre of Excellence. In addition to engaging with the core stakeholders that have been identified in the Scoping Study, we will undertake a comprehensive dialogue with other organisations that are constructing similar platforms for Viet Nam's offshore wind sector – including, but not limited to, the Viet Nam Energy Partnership Group led by GIZ, National Innovation Centre led by Ørsted and the Ministry of Planning and Investment, Viet Nam Business Forum, and other public-private collaboration programmes that are ongoing in the offshore wind space. This iterative engagement process will identify key members that should be involved in the Centre's activities and scope the Centre's activities to amplify synergy with adjacent platforms while minimising duplication of effort. In parallel, we will utilise the legal expertise of our project consortium to design appropriate governance mechanisms and membership agreements reflective of the Centre's overall objective. Altogether, these activities will culminate to deliver the key project objectives of:

1. Identifying appropriate membership for the Centre of Excellence to support its overall objective of scaling up offshore wind, including securing participation from anchor members;
2. Designing and implementing robust governance structures and agreements;
3. Defining effective project processes that enable streamlined delivery of the Centre's activities, specific to the technical work areas identified within the Centre's scope; and
4. Initiating delivery of a core set of initial activities, which can garner international and local support for the Centre's future operations.

We aim to achieve all four objectives by drawing upon our repertoire of experience in constructing collaborative platforms specific to offshore wind internationally and in Southeast Asia, and tapping on existing networks with local and international stakeholders that are highly influential towards the Centre's establishment. Moreover, the Carbon Trust's lead role in preparing the earlier Scoping Study means we are well placed to build on initial work by utilising knowledge and contacts that have already been established. We have proposed a detailed project flow illustrated in Figure 1 below. Further details of our proposal are included in the subsequent sections.



	Week Commencing										
M: Milestone deliverable	11-Sep-23	25-Sep-23	09-Oct-23	23-Oct-23	06-Nov-23	20-Nov-23	04-Dec-23	18-Dec-23	Jan-24	Feb-24	Mar-24
<b>Phase 1 -Initial implementation phase planning</b>											
Phase 1a - Inception/scoping											
Phase 1b – Refining / consultation											
Phase 1c – Agreement / sign off											
<b>Deliverable 1: Project Implementation Plan</b>				M							
<b>Review Point 1</b>											
<b>Phase 2 - Deliver/ put in place structure for core processes</b>											
Phase 2a: Secure membership											
<b>Deliverable 2a(i):Documentation of structure and process for members</b>						M					
<b>Deliverable 2a(ii): In-principal agreement from key members</b>						M					
Phase 2b: Put in place governance structures											
<b>Deliverable 2b: Final and implemented governance structure</b>							M				
Phase 2c: Establish project processes											
<b>Deliverable 2c: Define COE project work and process for implementing</b>								M			
<b>Review Point 2</b>											
<b>Phase 3 - Deliver initial project activities</b>											
Phase 3a – Project Delivery											
<b>Deliverable 3a: Delivery of 3 core sets of initial activities</b>											M
<b>Review Point 3</b>											
<b>Phase 4 - Final Report</b>											
Phase 4a – Final summary report of all phases											
<b>Deliverable 4: Final Report</b>											M
<b>Review Point 4</b>											

Figure 1 – Proposed Work Plan & Projected Time - REDACTED

## **3.1. Phase 1 – Initial implementation phase planning**

### **3.1.1. Phase 1a – Inception/scoping**

During Phase 1a, we will first conduct an inception/scoping meeting between the project team, DESNZ, DBT, and FCDO virtually. This inception meeting is critical to ensure alignment on direction and scope based on the Scoping Study, and agree on the most efficient ways of working throughout the implementation plan of the COE. As part of the previous project, we have already developed an effective working relationship with many of the government teams and individuals. We firmly believe that our involvement in the Scoping Study provides a distinct advantage to this project. Our established network and engagements enable us to expedite stakeholder engagement and implementation, resulting in more efficient delivery and value for money. We also see this phase as an opportunity to challenge our thinking, evaluate areas for improvement and potential new synergies in the project process, and integrate new focus areas (e.g. further just transition principles, and new workshop methods).

At the conclusion of the Scoping Study, several COE model options were presented to UK Government, alongside a proposed COE approach. During the inception phase, it will be important to understand how recent developments, including those regarding the JETP Secretariat, may have influenced the preference of a particular model option presented, so that such learnings can be taken into the COE implementation. These engagements will happen in parallel with Phase 1b engagement and feed into the agreed COE plan.

Similarly, insights were provided linking compatibility of potential COE technical objectives with UK interests. It will be important to understand how such compatibility should influence the COE during implementation.

### **3.1.2. Phase 1b – Refining / consultation**

The project team will engage with the Government of Viet Nam (GoV) including key ministries such as MONRE, MOIT, MPI, MOF, MOLISA, MOST, SBV (full organisation names listed in 'Appendix 1') who are part of the Secretariat of JETP, and other relevant local Vietnamese stakeholders. We will seek their feedback and input to refine the COE implementation plan and branding. It is also important during this stage for the project team to secure initial response from the key ministries on who might be possibly spearheading or supporting the operations of the COE. During the Scoping Study, it was identified and confirmed that this GoV engagement and buy-in will be fundamental to ensuring the COE's long-term success for several of the final models presented.

Simultaneously, the project team will engage with international stakeholders, development partners, and research institutions involved in the previous Scoping Study (and new stakeholders where appropriate) to incorporate their valuable insights into the implementation plan. By leveraging the groundwork laid during the Scoping Study, the project team can

capitalise on the advantages of time-saving and an established network. This approach not only optimises efficiency but also sustains collaboration with stakeholders who have already demonstrated an interest in the project's success, prioritising partners based on previously expressed interest in supporting such an initiative. Given the short timeframe for COE implementation, we will draw upon our extensive learnings under the Scoping Study and target this stakeholder engagement towards:

- **Confirming buy-in and endorsement of final model from core stakeholders**, including understanding specific needs that may support in fine-tuning of the COE's objectives or operations. We will particularly tap on the local expertise of NHQA to identify where formal endorsement may be required from GoV ministries;
- **Establishing initial expert advisory groups to provide guidance on the objectives**, membership, activities, or other governance structures core to the COE's success – the nature of these advisory groups may be formal or informal depending on the most appropriate format of engagement identified after project kick-off;
- **Discussing potential collaboration or focus areas for the COE in the near term**, and identifying early 'quick-win' activities that can rapidly establish a positive momentum. Depending on the initial scope concluded in Phase 1a, we may also explore initial ideas around funding models for the COE (e.g. development partner funding and / or industry funding) and prospect the willingness and ability of potential funders that expressed earlier interest during the Scoping Study.

To ensure inclusive and ongoing co-operation, we will maintain communication with the UK Government teams throughout this phase. Stakeholder engagements are a core part of Carbon Trust's operations and the project team have undertaken numerous stakeholder engagement exercises and has found a semi-formal, structured approach to yield the best results. This allows for the natural flow of discussion and information. International engagements will likely be carried out through virtual means via services such as Microsoft Teams and Zoom, and it is expected the engagement will be a mix of individual or small group engagement dialogues. In these activities, we will strive for inclusivity by adapting our engagement methods to address barriers that may prevent disadvantaged groups from participating. We will ensure that diverse perspectives and interests are considered. NHQA and GWEC's on-the-ground operational capacity will be used as and when required to ensure engagement is most effective and appropriate. The project team understands engagement is heavily dependent on the local context and we will ensure appropriate considerations are giving to the local and cultural nuances in Viet Nam.

Depending on the outcomes of the engagements, we anticipate at least 10-15 stakeholder interviews (or simultaneously reaching out to these stakeholders via a workshop) to ensure a range of views are incorporated into the COE implementation plan. The project team have incorporated flexibility into this work plan to account for situations where further interviews are needed.

During this phase, the project team will utilise its knowledge gained from implementing successful collaboration initiatives in more mature offshore wind markets. The international case studies will provide first-hand-experience into the implementation challenges and potential issues that COE may face in the early stages of its operation. This will help us to design the structure of the COE together with the stakeholder engagement.

Below provides a list of the offshore wind R&D consortia and collaboration platforms that have been directly conceptualised, supported, or operated by the Carbon Trust;

- REDACTED

- REDACTED

### 3.1.3. Phase 1c – Agreement / sign off

In this final activity of Phase 1, our focus will be on aligning the needs and expectations of the UK Government and the Government of Viet Nam. We will work closely with decision-makers to finalise the COE's structure based on the outcomes of Phase 1a and 1b, and agree upon the implementation approach for Phase 2 and 3 – particularly the necessary membership, governance, processes, and initial set of activities.

The project team will also include and summarise initial key project points for efficient delivery, which may include items below:

- Compilation of relevant documents/materials, including ongoing work and minutes of key conversations/ engagements/ meetings;
- Risk identification and risk management strategies;
- Strategy to ensure the project is inclusive and representative;
- Critical stakeholders and decision-makers, including any key political sensitivities;
- The key details needed for COE implementation such as the reporting and operations structure, and membership and role criteria;
- Schedule of funder meetings, contact points, communication lines and format of project updates.

#### Deliverables

- **Deliverable 1:** Project implementation plan with detailed timeline – which includes inception outcomes; summary to confirm final COE structure with DESNZ, DBT, FCDO, GoV, international stakeholders, and other relevant stakeholders; and clear naming and definition of the COE (i.e. possible name change) (*MS PowerPoint*)

## 3.2. Phase 2 – Deliver and implement structure for core processes

Phase 2 comprises three sub-phases (2a, 2b, and 2c) in which we will establish key membership and governance structures for the COE and identify priority projects and relevant processes to be implemented. We propose for Phase 2a – *Secure membership*, and Phase 2b – *Put in place governance structures*, to be carried out concurrently and iteratively such that the final set of

governance documents is clearly reflective of COE members' agreed responsibilities. Phase 2c – *Establish project processes*, will then commence to prioritise a set of projects to be delivered under Phase 3.

### 3.2.1. Phase 2a – Secure membership

Upon agreement of the key deliverables in Phase 1 (review period intended to be 1 or 2 weeks, see 'Figure 1 – Work Plan'), Phase 2a will (i) deploy clear structures to support membership activities and (ii) initiate membership outreach for the COE. To accomplish this, we will leverage the full outreach potential of the project team and engage in streamlined engagements with the support of DESNZ, DIT, and FCDO staff as required.

We will commence Phase 2a by securing key members for the COE and obtaining their in-principal agreements for participation. Through the Scoping Study, it was evident that cross-collaboration across a diverse set of stakeholders is crucial to the COE's success. While the specific role played by each member organisation will be determined in detail during iterative refinements in Phase 1, this collaborative membership structure is likely to include:

- **Key government ministerial departments**, including identifying an anchor department / ministry best positioned to amplify the COE's momentum and activities. From our previous experience in the Scoping Study, we intend to initiate engagements with various ministries as soon as possible (after project start) in anticipation of the formal steps required to gain ministerial endorsement, such as formal letters of invitation, and engaging with officials with the appropriate seniority to secure approvals. We will tap into the robust local expertise of NHQA as our in-country partner to ensure that all necessary administrative steps concerning the Government of Viet Nam are completed appropriately, and at the right time;
- **Local industry and offshore wind developers**, especially industry actors who have a strong track record and reputation in the Vietnamese offshore wind and energy sector;
- **UK and international offshore wind developers**, especially developers who have a keen interest in entering the Viet Nam offshore wind sector and collaborating in knowledge exchange to accelerate the local sector's momentum;
- **Development partners and donor institutions**, to identify opportunities for creating synergies and build positive, strong collaborative networks;
- **Research institutions, academia, and other non-governmental organisations**, who hold important knowledge and influence in scaling up the offshore wind sector, and promote knowledge effectively shape skills & training initiatives to support a local workforce.

We anticipate that the overall COE might incorporate several organisational layers as listed below, each with clear and defined responsibilities to ensure the COE's smooth functioning. All layers will be reflective of our GESI principles to ensure diversity and inclusion is at the forefront of this initiative. Further details on the likely governance structures will be elaborated in Phase 2b.

- **Steering Committee**: Provides overall direction and support including decision-making around budget allocation and project selection;
- **Advisory Board**: Makes formal recommendations to Steering Committee on research priorities and project selection;
- **Expert Collaborators**: Contribute to discussions, share relevant updates and provide technical review as needed;

- **Programme Management:** Supports work of CoE, including coordination, meeting facilitation and implementation of RFP processes;
- **Thematic Committees:** Provide project-specific technical guidance and advice.

In parallel to identifying the key stakeholders for membership across each of the above organisational structures, we will design and establish clear operational processes to streamline all membership activities. This will include implementing standardised processes and documentations to enable future additional memberships, clear organisational structures defining members' roles, terms of reference and internal processes within members' communications. These structures will be tested with key stakeholders, including the COE's prospective members, through bilateral or group engagements to ensure they are fit-for-purpose and adaptive to local needs. Carbon Trust has extensive experience designing and securing membership across a variety of consortiums with different groups of stakeholders in Asia, Africa, Europe and North America.

### Deliverables

- **Deliverable 2a(i):** Documentation of the key structures and processes relevant to membership activities (MS Word);
- **Deliverable 2a(ii):** In-principle agreement from key members to participate in the Centre of Excellence (MS Word). *This is not required in the ITT, but in our experience, this is a necessary step in building consensus and membership.*

### 3.2.2. Phase 2b – Put in place governance structures

Phase 2b will establish the necessary governance structures to ensure smooth operations, clear delineation of responsibilities, and transparent hierarchies within the COE. Our experience has shown that it is most efficient to run Phase 2b in parallel with Phase 2a where roles and responsibilities the COE's members, UK Government, Government of Viet Nam, and other relevant stakeholders (within or adjacent to the Centre's operations) are more clearly defined, but also defined in relation to governance. Roles and responsibility can then also be reflected through the relevant governance documents.

The definition of appropriate governance structures here will be a key element to the COE's success, by strengthening the COE's capacity for strategic and responsible decision-making, enhancing accountability and transparency mechanisms, and mitigating risks of mismanagement. Carbon Trust have recently completed similar work for both the REDACTED as part of setting up their research consortiums and key lessons from these experiences will be applied to the governance design for the COE.

We anticipate that the governance structures relevant to the Centre of Excellence will encompass the following:

- **Clearly defined organisational structures and layers**, including specifying the area and extent of responsibilities across various members (see Figure 2 below), that relate to the Centre's strategic direction and day-to-day operations. This may also include developing Terms of Reference including how different stakeholders engage and communicate, expectations and summary of required documents such as IP and data handling;





Figure 2 – Example Organisation Structure & Layers

**Note: Thematic committees' and the project team's roles will be further elaborated in Phase 3**

- **Outlining relevant and ambitious Codes and Values, or equivalent**, that guide the Centre's collaborative mission to scale up offshore wind in Viet Nam, and encompass equality, diversity, inclusion and social mobility considerations;
- **Defining processes including Key Performance Indicators that enhance the transparency and accountability of operations**, such as effective oversight mechanisms, and reporting duties for internal and external (public) accountability.

This phase will be co-led between Carbon Trust and our legal partner – NHQuang & Associates, to ensure that the proposed legal processes are fit-for-purpose given local stakeholder needs and the Vietnamese context. Carbon Trust will lead in engaging the relevant stakeholders to establish the high-level governance structures agreeable for the COE's operations. Through our previous Scoping Study, we understand that the proposed governance model must be cognisant of the needs and interests of participating members, UK Government, Government of Viet Nam, and other relevant stakeholders – including considerations of national economic development, labour and workforce, trade and investment. Carbon Trust and NHQuang & Associates will thus draw upon our robust network of existing connections with local and international stakeholders to generate key learnings essential to the COE's governance processes. These stakeholder learnings will be incorporated into legal agreements, documentations, and other mechanisms produced by NHQuang & Associates, to establish the COE's governance structures under Phase 2b.

## Deliverables

- **Deliverable 2b:** Draft documentation, and finalised governance structure (*MS Word*).

### 3.2.3. Phase 2c – Establish project processes

Phase 2c will initiate project processes that will structure priority activities for the Centre of Excellence. These prioritised activities will draw upon the findings of the earlier Scoping Study and refined with deeper stakeholder testing as set out in Phase 1. At present, we anticipate that the key work areas will be (i) skills and training (likely first priority), (ii) capacity building, and (iii) research, development, and demonstration, with potentially different stakeholder groups leading the activities under each work area. Based on our experience, we suggest the prioritisation of projects under each work area should be selected through a *voting process* defined within the governance document (Phase 2b) i.e., either by the Steering Committee, Advisory Boards or a

combination of both to ensure projects meet the core objectives and technical activities under each work area.

The project prioritisation processes established in this phase will guide the (i) definition and scope and (ii) delivery of specific activities under the Centre.

Specific members of the Steering Committee may be iterated during stakeholder engagements, though members are likely to include the following organisations. At present, we recommend that the total number of members within the Steering Committee does not exceed ten (10) to maximise efficiency of the decision-making Committee and ensure accurate representation of the full membership body.

- **UK DESNZ, DIT, FCDO and other government agencies** where relevant: to identify bilateral interests and prioritised areas of UK Government support to Viet Nam;
- **National Assembly and/or relevant high-level, political decision-making bodies** in the Government of Viet Nam: to understand strategic national priorities and considerations guiding the COE's operations;
- **Ministry of Industry and Trade:** to understand the COE's relationship and areas of potential support to MOIT's mandate around OSW;
- **Ministry of Natural Resources and Environment:** to understand the COE's relationship and areas of synergy with MONRE's international collaboration under JETP;
- **Other JETP secretariat, MPI, MOF, MOLISA, MOST, SBV:** to understand how they can further support the COE;
- **Key industry stakeholders**, including international and local OSW developers, supply chain actors: to identify key needs and support areas that can be implemented through the COE's operations.

By forming and soliciting guidance from the Steering Committee or equivalent, we will produce a finalised and agreeable definition of the key work areas expected under the COE. We will then establish processes to guide the implementation of activities under Phase 3. At minimum, this will encompass:

- Identifying the crucial stakeholder organisations in delivering the specified activities;
- Outlining potential risks and respective risk management procedures to support the successful implementation of activities under each work area;
- Designing clear plans of implementation, inclusive of prospective timelines and defined processes, for each of the COE's work areas.

## **Deliverables**

- **Deliverable 2c:** Definition of the COE's work areas and objectives, and documentation of the processes relevant to implementing activities under each work area (MS Word).

## **3.3. Phase 3 – Deliver initial set of activities**

### **3.3.1. Phase 3a – Project Delivery**



Upon establishing the project processes as outlined in Phase 2, the project team will prioritise and execute the initial set of activities deemed critical for immediate incorporation into the COE. While some of these initiatives were identified during the Scoping Study (such as designing an apprenticeship programme under the Skills and Training Committee), we will utilise our experience in establishing similar activities in addition to collaborating with the UK government and the COE's Advisory Board and/or Steering Committee to agree and to select the most impactful activities and the timeframe for delivery.

Given the time constraint of three months to set up and implement these initial activities, **our focus will be on facilitating knowledge transfer to local stakeholders** (for example, establishing a dedicated taskforce focused on creating a comprehensive knowledge repository). Our objective is to establish robust processes based on our extensive experience in developing best practice and **empower local stakeholders by equipping them with the necessary tools and thinking processes** to continue the work over a longer period. This approach will enable them to replicate and design similar activities independently in the future within the framework developed in this project. To do so, we will work primarily with the respective Thematic Committees (illustrated in Figure 2) across the COE's work areas – such as the Skills and Training Committee, Capacity Building Committee, and RD&D Committee – to deliver prioritised activities under each theme. Thematic Committees lead in the design and implementation of activities under each work area and provide specific technical guidance and advice. Phase 3 will provide the early support that is crucial to delivering a successful set of initial activities and thus building a wave of positive momentum; in the long-term, Thematic Committees are expected to develop greater independence and ability to adapt project work areas flexibly in response to most pressing local needs.

Figure 3 envisions how the Steering Committee, Thematic Committees, and our project team will collaborate during Phase 3. Our dedication to knowledge transfer during Phase 3 will ensure that the COE becomes a sustainable endeavour, driven by the expertise and ownership of the local stakeholders. We believe that empowering the local community in this manner will lead to long-term success and positive impacts on sustainable development in Viet Nam.

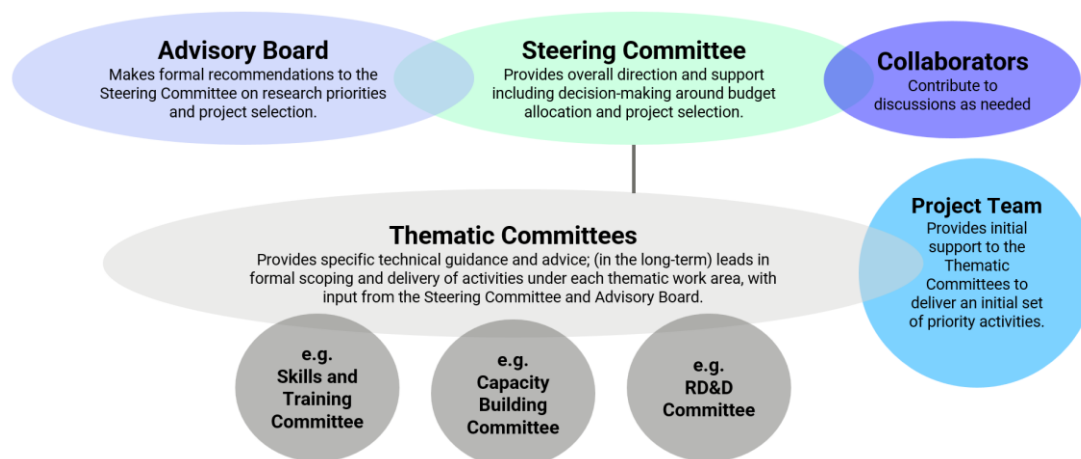


Figure 3 – Collaboration to Deliver Priority Activities under Phase 3

*Note: The project team will actively engage the Advisory Board and/or Steering Committee to collaboratively structure the thematic committees and determine the priority activities to be executed within each committee.*

## Deliverables

- **Deliverable 3:** Delivery of three mutually-agreed core sets of initial activities, which are likely to encompass the below committees and activities:

**Skills and training:** To **design an OSW apprenticeship programme** in collaboration with interested international developers. Notably, we aim to engage and empower local participants, particularly engineers from local companies that have secured installation contracts for OSW farms. This collaboration seeks to foster a knowledge-sharing ecosystem that cultivates skilled professionals equipped to contribute significantly to the OSW sector's growth and excellence and to build a resilient local workforce and take advantage of the green transition.

**Capacity building:** To **design an on-demand capacity building programme tailored for civil servants engaged in the vital consenting and permitting process**. This programme will be thoughtfully developed in partnership with international developers, drawing from their extensive expertise. The capacity building programme will encompass flexible learning approaches, including the provision of **on-demand workshops**. These workshops will integrate a diverse range of gender, age and identity perspectives into the content, discussions, and activities. We envisage facilitating a valuable exchange through **temporary secondments of professionals from international developers** to the designated departments. These professionals will collaborate directly within designated government or public sector departments. This dynamic approach aims to fortify the knowledge base and skill set of civil servants, enhancing their efficacy in the OSW domain and elevating the overall efficiency of the consenting and permitting process.

**RD&D (mid-term option):** To **establish a dedicated taskforce focused on creating a comprehensive knowledge repository**. This repository will be specifically designed to centre around the critical theme of OSW **environmental and social impact assessment (ESIA)**. This repository holds substantial significance as it serves as a specialized resource intended to provide invaluable support to the government. It will empower decision-makers with essential tools, allowing them to adeptly carry out and measure internal ESIA assessments for forthcoming OSW applications.

## 3.4. Phase 4 – Final Report

### 3.4.1. Phase 4 – Final summary report of all phases

In parallel to implementing Phases 1 to 3, we will produce a Final Report summarising the key learnings and efforts undertaken during the project for the UK Government. This will document the actions, outputs, results and outcomes achieved during the implementation of the COE.

As part of Phase 4, we will first discuss with UK Government on the specific scope and nature of the Final Report. This will likely cover key learnings and outcomes derived from the previous Phases 1 to 3, including prioritised lists of stakeholders for formation of the Steering Committee, Advisory Board, Thematic Committees, and other Collaborators as relevant. The report will also comprise the detailed outcomes attained from membership engagements, such as standardised contract templates and project processes where available.

Depending on the objective and scope of the Final Report as discussed with UK Government, we may also explore funding models for the COE that are most appropriate and reflective of the specific activities that will be deployed. This will tap on key learnings that will be obtained during Phase 2c, for instance by sensing various stakeholders' willingness and ability to fund specific activities, or considering how various funders (industry, development institutions, bilateral donors, etc.) may fit across the COE's finalised work areas. In light of the bilateral support provided by the UK Government to establish this COE, we will also consider dimensions of UK interests (i.e. in the form of trade benefits, export opportunities, etc.) that may have synergies with the COE's activities in OSW. This version of the Final Report will be specific and confidential to the UK Government.

We will also produce a public-facing Final Report that can be shared with a wider audience, including beneficiaries in the Government of Viet Nam and other local stakeholders, that will be in both English and Vietnamese. Where relevant, we will work closely with a local translator to produce a high-quality Vietnamese version of the Final Report; Carbon Trust has extensive experience with a local translator, who has supported our previous work in Viet Nam, and we will ensure that linguistic nuances of specific terms are captured in the Vietnamese version. Our past experience in the COE's Scoping Study has shown that specific wording of the '*Centre of Excellence*' concept can affect stakeholders' first impressions of the initiative. Input from the UK Government teams will also be solicited as appropriate to ensure that the scope of the public-facing report meet expectations for dissemination. We will ensure this report is easily digestible with diagrams as appropriate to make it visually appealing bu working with our specialist communications and marketing team.

## Deliverables

- **Deliverable 4:** Final Report summarising the actions, outputs, results and outcomes relating to the COE's implementation under this project – UK Government version (English) and public-facing version (English and Vietnamese) (MS Word).

## 3.5. Extension Options

We anticipate that successful implementation of the COE under this project will provide a substantial rationale for project extension, which could include activities to continuing to implement the COE activities up to 12 months and further extend the coverage of the initial activities as set out in Phase 3. The project team is willing to support the continuation of the initiative as appropriate.

# 4. Gender, Equality, and Social Inclusion

The project team is committed to the promotion, enhancement and development of gender, equality, and social inclusion (GESI) as part of this project's implementation activities and wider consortium's work. We will continually strive to ensure that any benefits from the project are distributed in an equitable and fair manner, and that opportunities to enhance the position in society of individuals or groups often marginalised or excluded because of socioeconomic status or based on other protected characteristics through this project are identified and actioned.

To enable us to do so, we will ensure that GESI is 'mainstreamed' throughout the project design and delivery. This means we will:

- Integrate GESI considerations into the design, implementation and monitoring of the project, for example, by developing a gender strategy and action plan.
- We will ensure the project team are upskilled to enable them to regularly and systematically consider the differentiated needs, knowledge, experiences and priorities of women's and other marginalised groups as the project progresses.
- Prioritise meaningful and inclusive participation in decision-making by actively seeking to address barriers faced by marginalised groups in influencing decision-making.

The Carbon Trust and the consortium partners has extensive experience in the development and application of best practice GESI mainstreaming tools and approaches with the aim of identifying opportunities to address existing social inequalities through projects and to prevent reinforcement or the exacerbating of new ones.

Specifically for this project, the project team will incorporate a range of GESI principles and processes:

- Undertake a GESI analysis to inform the development of a GESI action plan
- Develop a GESI strategy to guide the approach of the delivery team in the systematic review of opportunities to enhance GESI through the project, and updating the GESI action plan as appropriate.
- Embed specific, measurable GESI indicators and risks into the project's logframe / theory of change
- Proactively seek to engage diverse stakeholders, and through mapping and engagement planning, consider barriers to engagement that may be faced by some individuals and groups, and actively try to address these
- Ensure gender balance in the delivery team is maintained
- Engage internal GESI experts to review the analysis, action plans and strategy development, and on an ongoing basis to support a review of opportunities for GESI enhancement
- Engage local gender experts to support the gender analysis, and to upskill the delivery team on the sensitivities and barriers to social inclusion relevant to the project's delivery, ensuring these are reflected in the gender action plan
- Collect sex-disaggregated data related to the project's delivery and for other social indicators wherever possible to give a more accurate picture of our work in relation to GESI, and enhance reporting against GESI KPIs
- Ensure that events, materials, and external communications use sensitive language not to promote discrimination over gender and social conditions, in hosted events, promoting gender-balanced panels.
- The Carbon Trust has a strong track record of designing and delivering of large-scale, multi-country, and multi-sector climate and energy programmes to include a cross-cutting GESI workstream. This experience has enabled us to gain a broad understanding of the range of best practice approaches and their application across multiple different geographic, social, and sectoral contexts, in order to focus efforts on finding and maximising the equitable sharing of socioeconomic benefits. We have designed and delivered:
  - The REDACTED, funded by the UK-FCDO. In collaboration with local gender experts in each of the target countries, including Viet Nam, we developed GESI analyses, strategies and action plans that guided us to more effectively engage meaningfully with diverse groups, and design and deliver interventions that had the empowerment of women, poverty alleviation, and strengthening opportunities for micro-/small enterprises, at their core.
  - The REDACTED, which under the GESI workstream, we partnered with Value for Women to (amongst many other GESI activities) to upskill several companies in the portfolio in GESI mainstreaming into their businesses. Training for the wider group of stakeholders was conducted and included lessons from the capacity building of these companies, which was overseen by the Carbon Trust.
- NH Quang & Associates believes that the professional workplace must be a place of mutual development, grounded in a set of core common values. While focused on constant professional development as a team, we also respect and encourage each individual's unique legal specialties, professional interests, and special abilities. We create a comfortable and educational environment where everyone grows together.
- GWEC leads and advocates for the development of gender representation in the energy section, and have produced a range of [resources](#) to support the integration of diversity

We believe as a project consortium that Gender, Equality and Social Inclusion will not only strengthen the impact, delivery and outputs of the project (now and for the lifetime of the COE), but also aligns with the whole team's values of professionalism, collaboration, integrity, excellence, and individuality.

## **Appendix 1: Preliminary Stakeholder List**

REDACTED



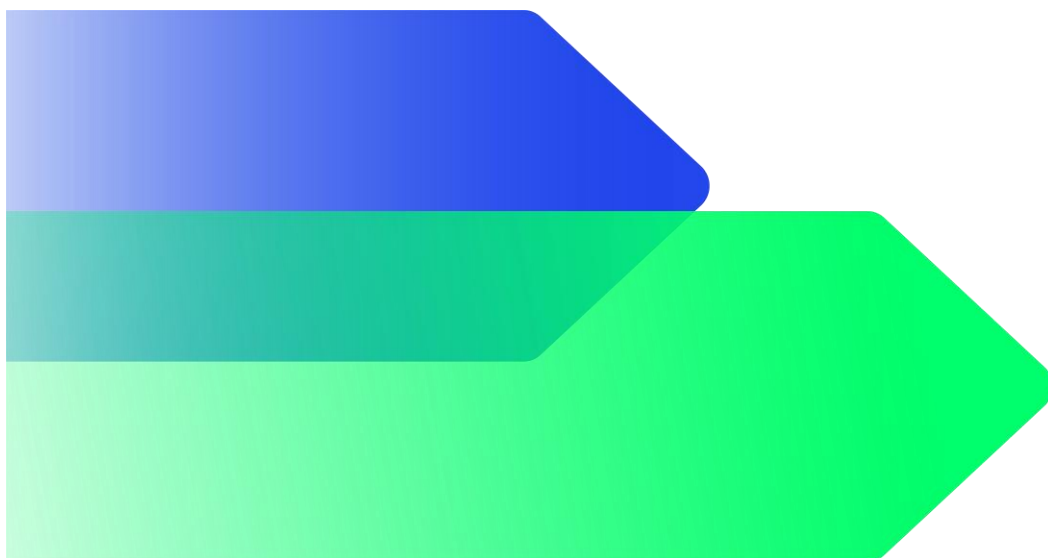




# Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

Proposal for the Department for Energy Security and Net Zero (DESNZ)

**Programme and Financial Management Skills**





# 1. Project Management

## 1.1.1. High Quality and Best Practice Project Management

This project will need to be expertly managed to ensure the 6 month timeline can be met. The project team has considerable experience of managing projects to ensure that they are delivered to meet the expectations of our clients in terms of quality, timeliness, and cost. The project team will ensure timely expert inputs and use of local staff to ensure communications can happen in Vietnamese. Carbon Trust is an expert in arranging, coordinating and delivering effective stakeholder engagement exercises, with precise scheduling and proactive communications with all parties involved.

Our Project Manager, REDACTED (Carbon Trust) is an expert project manager who is highly experienced in managing cross-geography teams and projects in Asia. He currently manages the REDACTEDE and has delivered and supported a range of projects across Asia, including analysing potential marine renewable development in Bangladesh.

**Communications within the Consortium.** In order to deliver as a single team, we have structured the project team to ensure clear and effective lines of communication. The Project Manager will be the single, central point of contact, responsible for the co-ordination of the Consortium. She will be responsible for the day-to-day management of the project and for ensuring that appropriate and timely direction and feedback is provided across the team. She will arrange and chair weekly project team meetings to bring our consortium together to review progress against the delivery plan. She will use and review the Carbon Trust internal project tracking tools and a live version of the delivery plan and risk register weekly to ensure that the project remains on track. The Project Manager will meet regularly with the Project Director to report on progress against agreed milestones and horizon scan any potential issues.

**Communications with DESNZ.** The project manager will also be the key point of contact for the DESNZ Project Manager and, from the start of the project, will agree the most appropriate communication method and cadence for the different parts of the delivery plan. The project manager will also be responsible for tracking and reporting against the DESNZ KPIs, which will be agreed with the DESNZ Project Manager at the project kick off meeting. They will discuss with the DESNZ Project Manager how to most appropriately link DESNZ stakeholders to our consortium experts to ensure effective input. If the project manager is uncontactable for any reason over a short period, an appropriate named alternate familiar with the project with the ability to step in to maintain delivery will be given. There will also be project coordination in Carbon Trust Singapore Office to ensure a Carbon Trust individual is always available.

For project updates we propose a call every two weeks to take place between the project team and the relevant UK government (and relevant DIT and FCDO staff) to discuss progress, upcoming activities, and any issues that have been identified. The project team will also apply the highest project monitoring and management standards to our work by:

- Maintaining open, transparent, and regular communications and relationships with relevant project stakeholders throughout project duration;
- Quality assuring all our deliverables;
- Delivering all project outputs on-time or ahead of schedule;
- Utilising a flexible range of formal project monitoring and management approaches, drawing on elements of the leading project management methodologies (e.g. PRINCE 2, APM PMQ) and our own practical project experience;
- Maintaining a robust financial management system that ensures accuracy and timeliness in financial reporting to clients, rapid payments to partners; and
- Following the ISO 9001 2015 standards in project management and quality assurance

## 1.1.2. Budget Control Measures

**Budget control:** The Carbon Trust has internal budget tracking measures to ensure project delivery remains on time and budget. For example, we use a project tracker which gives us up to date spend on the project. The Project Manager will take a proactive approach to budget management and review the budget weekly against the plan and the milestone tracker, obtaining input on progress from our

consortium on a weekly basis. From the project start, our Project Manager will work with all organisations in our consortium to set a clear scope of work, outputs, timelines and budgets across all activities. Part of our Project Manager's role will be to manage subcontractor work to these agreed budgets and timelines, ensuring agreed work is delivered and signed off within the allocated budget. Our Project Manager will encourage open communication to encourage the identification of any emerging issues and work with the responsible colleagues to put plans in place to ensure that the activities are delivered to budget. Any issues will be raised with DESNZ at the earliest appropriate stage, accompanied by a description of the actions being taken to address the issue.

**Reporting:** From our experience of delivering the previous scoping study, we recognise that effectively amalgamating content from multiple partners in a consistent manner to deliver a high-quality output is key to budget control. To achieve this, our delivery plan ensures that output design is prioritised early, to ensure the methodologies and approaches are aligned across the different technology areas. This will include close collaboration with the DESNZ project management team and experts throughout all stages of the analysis, establishing reporting templates, agreeing on wording and briefing all report writing leads on narrative, tone and writing style to ensure more consistent report development.

### 1.1.1. Risk Mitigation Measures

Risk Title	Risk Description	Mitigation Actions
<b>Lack of engagement from key stakeholders</b>	Key stakeholders (e.g. MOIT, industry actors in Viet Nam, global experts) do not engage with the project due to lack of awareness, interest, and/or time.	The proposal is established on the basis of pre-existing good relationships with local and global partner developed during the previous scoping study. Where possible, we will engage several stakeholders that play similar roles, to ensure that the lack of engagement from any one stakeholder member is mitigated. We will also consistently emphasise the added value of the project to encourage maximum engagement during proposal development.
<b>Governance, membership or project objectives are misaligned to stakeholder interests</b>	COE may not be aligned to stakeholder needs or interests, thereby reducing its use value.	The Carbon Trust is experienced in <b>implementing</b> collaboration platforms and COE for the offshore wind sector across many geographies and will engage its sector experts to ensure outputs are tailored to Viet Nam's needs. The project team will engage local, international and UK stakeholders throughout to receive early feedback in Phase 1 & 2 and before/post phase 3 initial activities, to maximise benefits of the project and balance stakeholder views with what is pragmatic, achievable, robust and impactful.
<b>Project delays and overrun</b>	Project overrun given project complexity and Many interconnected workstreams	Our consortium partners have worked together across multiple programmes over a number of years. Our management and governance structure has clearly defined roles and responsibilities and a single point of contact with DESNZ.

### 1.1.2. Safeguarding & Prevention of Fraud

The Carbon Trust is committed to the safeguarding of ethical standards during project delivery, particularly in maintaining trust and credibility with stakeholders. We will ensure that the project is duly compliance with our internal policies on safeguarding, anti-money laundering, and fraud, and fully compliance with relevant UK and international legislation. To achieve this, we will:

- Uphold the Carbon Trust's internal policies on safeguarding and fraud prevention, and share transparently with project team on relevant processes and codes of conduct to ensure project activities are in accordance with our ethical standards as stipulated
- Ensure training and resources for team members are always accessible to ensure ethical decision making throughout the project processes, and to hold team members accountable for their actions (and take appropriate action in the case of any breaches)
- Regularly review and update (where relevant) the Carbon Trust's safeguarding and fraud prevention policies

### 1.1.3. Overview of Ethical Considerations

As the lead of this bid, The Carbon Trust is committed to [ethical trading principles](#) and to acquiring goods and services without doing harm to others. We also strive for the same standard for all subcontractors involved. We are a signatory to the UN Global Compact and comply with Principles 3 to 6 relating to labour as part of our approach to doing business. Two of our seven core principles emphasise the importance of the safety and well-being of our people, the value we place on diversity and the importance of ensuring an inclusive working environment.

We are against modern slavery and human trafficking. We carry out a modern slavery risk assessment for all new suppliers, and we comply with the modern slavery due diligence requirements of our funders on the large-scale programmes the Carbon Trust manages and/or implements. Having reviewed and assessed our suppliers and subcontractors over the past year, the Carbon Trust Group's pool of suppliers and subcontractors have generally been found to be low risk.

Last but not least, we will ensure there is no conflict of interest between any of the project team members and the recipients of the project.

### 1.1.4. Data Security

As the project will touch upon issues of national significance, the project team is committed to ensuring the highest level of data security and information security. We will ensure that the project is fully compliant with all requirements under the GDPR including the confidentiality, integrity, and availability of all project-related information. To achieve this, we will implement multiple measures to address security of data sharing activities that includes the following:

- Instate access controls to project materials and any related sensitive information to ensure that only authorised individuals can view or modify data
- Ensure all project team members are trained and well-versed in data security best practices and processes to prevent human error
- Maintain regular backups and have a data recovery plan to ensure that all data can be restored in the event of data loss
- The Carbon Trust also maintains an up-to-date Data Protection Policy (attached as part of the qualification criteria) which addresses the requirements of the Data Protection Act 2018, the UK General Data Protection Regulation and the EU GDPR.

### 1.1.5. Information Management

Led and overseen by the Project Manager, our consortium will implement robust processes to ensure secure and effective communications and file sharing. We are well practiced at using Microsoft Teams as an effective information sharing tool with clients who have a variety of information management requirements. We will set up a Shared MS Team site, with appropriate access controls, to allow our consortium members to collaborate effectively and share data in line with the requirements of the project and GDPR restrictions. Our Project Manager will agree with the DESNZ Project Manager the appropriate access for the DESNZ team to allow timely access to appropriate information and to share key documents for comment and sign off.

The project consortium recognises the need to be responsive to developments and changes in requirements, and has built the delivery plan accordingly to ensure a plausible timeframe to accommodate project flexibility.

[illegible]





# Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

Proposal for the Department for Energy Security and Net Zero (DESNZ)

[Team Structure and Technical Expertise](#)



# 1. Project Team

REDACTED

## 1.1. Core Project Team

The staffing approach will meet the objectives of the project by using a strong international team of experts that can bring the best of OSW and programmatic set-up experience to support the Viet Nam offshore wind market, alongside the leading legal institution for energy development in Viet Nam. This combination will be supported by international experts and on-the-ground support staff (GWEC) to ensure all outputs are validated and the project run smoothly in the tight timeframe for delivery. The Carbon Trust (team of 7) will lead all phases. NH Quong & Associates will lead in Phase 2b where governance processes need to be formalised across a range of stakeholders in Viet Nam and internationally. Below are the key team members, wider team CVs are available in the 'Technical Proposal' Annex.

REDACTED

REDACTED

REDACTED

REDACTED





REDACTED

## **1.2. Expert Advisory Team**

REDACTED

## **1.3. Team Roles & Structure**

REDACTED

Figure 1: Proposed organisation chart

## 2. Project Experience

### 2.1. Carbon Trust

REDACTED

REDACTED

## **2.2. NH Quang & Associates**

REDACTED

## **2.3. Applying lessons from other experiences to this project**

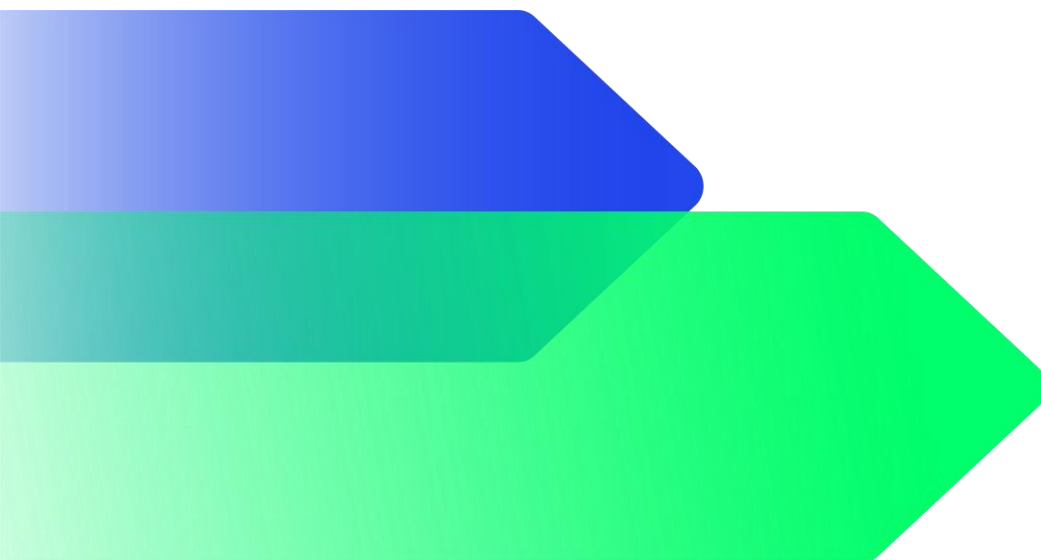
REDACTED



# Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

Proposal for the Department for Energy Security and Net Zero (DESNZ)

**Social Value Proposal**



## Social Value

### Our understanding of and commitment to Social Value

Our consortium is **deeply committed to developing and enhancing Social Value (SV)** in everything we do – in our organisational policy and practices, our communications, and spheres of influence, through programme delivery and with our clients. SV is integral to ensuring that the transition to Net Zero is equitable, inclusive, and fair to enable all parts of society to realise the benefits of a Net Zero economy. **Our consortium has pioneering social value experience** and will use this to ensure that **SV is embedded across our consortium's delivery** for the benefit of DESNZ, project staff and the wider supply chain.

To ensure that this project contributes to fighting climate change and tackling economic inequality, our consortium's social and organisational policies and activities must be held to high standards. We are already demonstrating this through extensive existing social value initiatives, and we intend to leverage synergies with existing initiatives being driven through DESNZ and other UK government funded programmes to enhance our offering and boost value-for-money. This is highlighted in the table below, with selected examples relevant to achieving the objectives across the key SV criteria outlined in the RFP.

Carbon Trust	
Social value working group	A working group that meets monthly to coordinate social value initiatives across the business, ensuring that learnings from various initiatives under other programmes can be shared across multiple delivery teams.
Diversity and Inclusion Group	A working group that meets quarterly to ensure that principles of diversity and inclusion are embedded within all aspects of Carbon Trust's business, including recruitment, training, working practices and stakeholder engagement. The group initiates and monitors practical activities on all these areas to ensure intention translates into practice.
NH Quang & Associates	
Pro-bono legal assistance	NH Quang & Associates encourages their lawyers to provide pro-bono legal assistance to vulnerable groups and the organisations that represent them. This enables the organisation to share their expertise to help vulnerable and disenfranchised segments of society.
Global Wind Energy Council	
Women in Wind Programme	GWEC has partnered with the Global Women's Network for the Energy Transition (GWNET) to launch the Women in Wind Global Leadership Program. The program is designed to accelerate the careers of women in the wind industry, support their pathway to leadership positions and foster a global network of mentorship, knowledge-sharing, and empowerment.

Below, we outline how our approach to delivering this project and additional SV components will contribute both to tackling climate change and economic inequality in the UK, Viet Nam and internationally. We then outline the project plan and processes that will be implemented to ensure delivery of our SV commitments.

### Method statement

#### Fighting climate change

Our consortium is leading the way in accelerating the transition to Net Zero through pioneering innovation, enabling renewable energy development, and facilitating industry collaboration to achieve tangible emissions reductions. Through the delivery of this project, we will support DESNZ's mission to accelerate the transition to Net Zero in two primary ways:

#### 1) Ensuring that the methods of delivery and outputs of this project align with and contribute directly to the Net Zero transition

As a result of the COVID-19 pandemic, we have greatly improved our ability to deliver projects remotely, investing in tools and software to enable collaboration in online and hybrid formats. We continue to work in a hybrid format and encourage staff to avoid unnecessary travel, with a carbon budget implemented at an organisational level to ensure we are meeting our emissions reduction targets. Where travel is necessary, this will be prioritised for the local delivery team in Singapore to ensure that any flights associated with the project are short haul only.

#### 2) Directly contributing to reducing global carbon emissions through organisational commitments in line with ambitious Net Zero pathways

Our consortium recognises the importance of practicing what we preach and has therefore set **ambitious emissions reductions targets in line with best practice and UK Net Zero objectives**. Our consortium partners have been selected with scrutiny of environmental performance and future commitments. **76% of the budget in this project will be delivered by organisations with Net Zero commitments**. At an organisational level, **Carbon Trust has publicly set science-based targets (SBTs), which have been verified by the Science Based Targets initiative (SBTi)** and have gone further by setting a **Net Zero target by 2050 at the very latest, with every endeavour to bring this date closer**. We have recently significantly reduced our carbon emissions as an organisation by moving our London office to an all-electric building, **demonstrating real action to curb our Scope 1 and 2 emissions**. We have targets covering two of our largest sources of Scope 3 emissions; Cat 1b – Purchased Goods and Services, and Business Travel emissions. Furthermore, we are not including any carbon offsets in our work until we have reduced our own emissions as far as possible.

We are also placing a strong emphasis on **ensuring that all our supply chain partners commit to SBTs**. This will have significant and long-lasting impact and provides a metric which can be measured over this project's timeframe (% of suppliers covered by SBTs, by emissions). Our SBT requires 56% of our suppliers, by emissions, be covered by SBTs by 2026, and we expect our coverage to be 40% of suppliers by the end of the project contract (end of FY2023/24). To achieve this, we carry out extensive supplier engagement to upskill suppliers in SBTs. This has included developing an SBT guidance document for our suppliers, carrying out one-to-one sessions and holding webinars. Our influence extends beyond our own supply chain. We have **supported over 3000 organisations to undertake climate action and collaborated with over 200 partners to set SBTs**. We use this expertise to **work closely with all our suppliers to support them in their own Net Zero journey** and implement contractual requirements for most of our suppliers to have committed to, or to put in place commitments to, SBTs.

#### **Tackling economic inequality**

This project, through facilitating the provision of clean energy, creating economic opportunities, leveraging local expertise, and creating local wealth, will contribute in a **significant and tangible way to tackling economic inequality**. Further to this, the COE design will **engage and empower local participants, foster a knowledge-sharing ecosystem to increase productivity and build long-term resilience** in Viet Nam's OSW supply chain. However, the methods of delivery will be essential to ensuring that these benefits are accessible and shared equitably. Below, we outline how our approach, additional to the technical methodology and delivery, will contribute to tackling economic inequality.

**Fair, accessible, and inclusive collaboration across a diverse supply chain.** We understand the importance of a diverse team at company and contract level, with a consortium representing a diverse range of partners. We will integrate **just transitions and GESI principles into project delivery** to help ensure that the substantial benefits of a net zero transition are shared equitably. This will include assessment of **inclusive approaches to collaboration and stakeholder engagement** through the GESI strategy and action plan development. Our Diversity, Inclusion and Equal Opportunities Policy will be embedded into our approach.

#### **Efficient and future-proofed methods to modernise delivery and increase productivity.**

Our hybrid working approach facilitates a more **inclusive working environment**, providing flexibility, modernising delivery, and enabling efficiencies. Using online tools such as Mural, Miro and Microsoft Teams will enable this **flexible, modern approach** to delivery. We will leverage methodological learnings from an extensive portfolio of previous work **to ensure value for money, streamline research and avoid duplication of work**. Impact and uptake of the project outputs can be enhanced through **embedding inclusivity and accessibility principles within report development**. A training session for report writing leads on this topic will be integrated as part of our report design and QA process. Our approach will be future proofed by ensuring that the project outputs are designed to be adaptive and flexible, informed by our consortium's extensive understanding of the current and future opportunities and challenges of the OSW industry.

**Accessing local knowledge and building local opportunities.** Stakeholder engagement will form a core part of our delivery methodology and provides an opportunity to **leverage local**

**insight and co-design programmes that address local needs and priorities.** This will support the development of **resilient, locally focused, and informed programmes.** We will ensure that stakeholder engagements are undertaken in a **fair, inclusive, and respectful manner.** This will include providing flexibility for participants in terms of timings, addressing barriers to engagement (such as digital literacy or access to technology), designing engagement processes to be sensitive to potential vulnerabilities or power disparities, and encouraging participation from vulnerable, marginalised, and less vocal groups.

**Ensuring delivery of commitments**

**Ways of working with subcontractors**

We will ensure that social value principles flow down to all our consortium partners used to deliver this project. As well as their relevant domain expertise, **social value was a key selection criterion used when assembling our partners as sub-contractors to deliver the project.** Named sub-contractors will be expected to leverage social value initiatives in the delivery of project activities where appropriate. We do not anticipate having to procure additional suppliers to meet the delivery requirements of the project. However, if this is needed, then the social, environmental, and economic impact as well as regional coverage will feature strongly in the selection process.

**Monitoring, measurement, and reporting**

Responsibility for SV throughout the project will be with the Project Manager to embed principles and the SV plan across the programme and to ensure accountability for SV delivery. Our SV plan has been designed for maximum impact, with activities created by the project that are truly additional, rather than relying on business-as-usual activities. Progress against the SV plan will be reported on a regular basis to DESNZ. Outside of this reporting schedule, there will be an open channel between the Project Management team and wider organisational SV teams to suggest process improvements, or newly identified initiatives, that can increase the SV impact of the programme. All commitments and actions will be monitored through the tracking matrix against the metrics provided below. Any arising issues or further opportunities to embed SV into project delivery will be discussed between the consortium and DESNZ.

**Plan and metrics**

The figure below provides an indicative project plan for integrating SV into the project, from the mobilisation phase through to the post-project legacy. This project plan will be further developed by the project team during the mobilisation phase and integrated into the project methodology to ensure maximum impact and cohesion.



Table 1 provides an overview of our consortium’s SV commitments, reporting metrics and schedules. Our progress against these SV commitments will be tracked and reported on against this matrix and reported on a regular basis to DESNZ.



Table 1: Monitoring, Measurement and Reporting of our consortium's Social Value commitments

		Commitment/Action	Reporting	Metrics
Fighting Climate Change	<p><b>MAC 4.1:</b> Deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.</p>	<p>Tackling climate change at a business level beyond project delivery:</p> <ul style="list-style-type: none"> <li>• The verification of public Science Based Target (SBT) commitments, covering organisational commitments beyond the delivery of this project.</li> <li>• Supporting suppliers that are unfamiliar with the SBT framework to develop their knowledge in this area through Carbon Trust expert learning sessions at no extra cost to the project.</li> <li>• Encouraging delivery partners to move towards Net Zero commitments within a fixed timeframe and where additional suppliers are procured, ensuring that SBT declarations and Net Zero commitments are included in selection criteria.</li> <li>• Consortium lead will <b>not include any carbon offsets in our work</b> until we have reduced our own emissions as far as possible.</li> </ul>	Annually	<ul style="list-style-type: none"> <li>• % of the total budget covered under SBTs/Net Zero commitments – 76%</li> <li>• % of consortium lead's supply chain emissions committed to SBTs by end of 2023/24 – expected to be 40% (40% is the current value but may change depending on suppliers onboarded between now and the end of the FY)</li> <li>• % of consortium lead's decarbonisation roadmap reliant on offsetting to achieve Net Zero commitments – none within contract timeline and less than 10% by 2050</li> </ul>
Tackling Economic Inequality	<p><b>MAC 3.1:</b> Create a diverse supply chain to deliver the contract, including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.</p> <p><b>MAC 3.3:</b> Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.</p> <p><b>MAC 3.4:</b> Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.</p>	<p><b>Fair, accessible, diverse, and responsible supply chain collaboration:</b></p> <ul style="list-style-type: none"> <li>• Approach guided by our Diversity, Inclusion and Equal Opportunities policy, and just transition and GESI principles</li> <li>• GESI strategy to identify inclusive, responsible and fair approaches</li> <li>• Inclusive and accessible working environment</li> </ul> <p><b>Optimising the efficiency of project delivery to maximise productivity:</b></p> <ul style="list-style-type: none"> <li>• Virtual meetings rather than in person</li> <li>• Training report writers on inclusive and accessible language and reporting</li> <li>• Leveraging the consortium's breadth of existing relevant programmes, projects and insight to avoid duplication of research and to streamline the process</li> </ul> <p><b>Accessing, supporting, and developing local knowledge:</b></p> <ul style="list-style-type: none"> <li>• Co-design of COE with extensive inputs from local stakeholders</li> <li>• Inclusive stakeholder engagement processes to empower local stakeholders</li> </ul>	Annually	<ul style="list-style-type: none"> <li>• % of meetings held virtually vs in person – 80%</li> <li>• % of report writers receiving training on accessible and inclusive writing- 100%</li> <li>• Number of existing consortium tools, research, databases leveraged for project delivery – 8</li> <li>• Number of opportunities for local knowledge and skills to be accessed in delivery of the contract - 10-15</li> <li>• Number of opportunities for local knowledge and skills to be supported and developed in the delivery of the contract.</li> </ul>

[carbontrust.com](https://carbontrust.com)

**+44 (0) 20 7170 7000**

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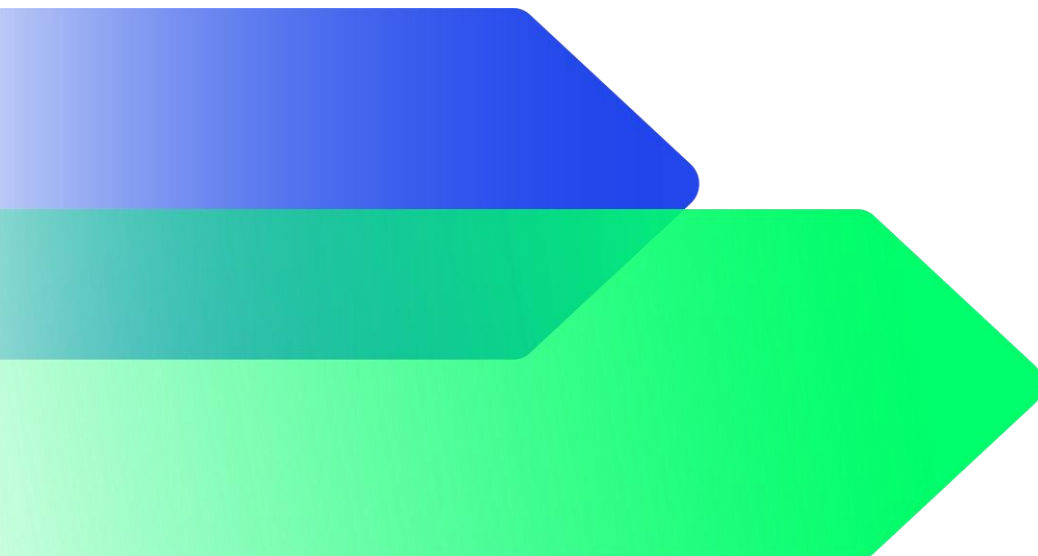


# Services to Implement Activities for a Viet Nam Centre of Excellence for Offshore Wind

Proposal for the Department for Energy Security and Net Zero (DESNZ)

[Commercial Value Proposal](#)

REDACTED



# 1. Value for Money



Department for  
Energy Security  
& Net Zero

# **Department for Energy Security and Net Zero (DESNZ)**

## **Expenses Policy and Eligible Costs Guidance**

## 1. Background to guidance

[Managing Public Money](#) (2022), HM Treasury guidance on the use of public funds, demonstrates the Government's clear stated policy that taxpayers' money is used as intended. In order to **increase transparency, clarity and consistency** in the spending of funds this eligible expenditure guidance forms part of this contract. In the event of any conflict between the contract or agreement terms and conditions and this document the contract or agreement will take precedence.

This guidance document provides details of both eligible expenditure and items of expenditure that are expressly ineligible and should be referred to when submitting the budget template supporting your proposal. The guidance will help organisations calculate the full cost of a particular project or service, including an appropriate share of all relevant support services and other overheads/indirect costs as appropriate.

The Authority reserves the right to make changes to this document from time to time in line with developments in Government policy.

## 2. Principles of eligibility

The contract amount is to be used solely for costs included in the budget for the delivery of the outputs and outcomes in the log frame or agreed results model framework. These costs must:

- Be actually incurred by the recipient
- Be incurred within the period set out
- Be indicated within the cost budget
- Be incurred in connection with and necessary for implementation
- Be identifiable, verifiable and recorded in the recipient's accounts in accordance with applicable accounting standards and with the beneficiary's usual cost accounting practices
- Be compliant with applicable national law on taxes, labour and any all other relevant national law
- Be reasonable, justifiable and compliant with the principles of sound financial management

**Expenditure cost categories containing specific eligible and ineligible definitions are defined within this guidance and the budget should be completed in line with the guidance.**

## 3. Foreign exchange

All costs within the budget must be in GBP. Suppliers operating in another currency must convert to GBP at the spot FX rate and the source and value of any exchange rates used should be referenced in the budget.

## 4. Ineligible costs (applicable to all budget categories)

The following expenditure items are explicitly ineligible across all expenditure cost categories unless permitting them is a specific requirement of the contract (this list is not exhaustive and does not override activities which are deemed eligible and explicitly agreed as part of the contract):

- Lobbying UK government, i.e. activities which aim to influence or attempt to influence Parliament, UK government or political activity, or UK legislative or regulatory action
- Activities which directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the contract
- To petition UK Government for additional funding
- Activities which may lead to civil unrest
- Activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief
- Interest payments or service charge payments for finance leases
- Gifts
- Statutory fines, criminal fines or penalties
- Payments for works or activities that are fully funded by other sources whether in cash or in kind, for example if premises are provided free of charge, DESNZ will not contribute to a notional rent
- Activities in breach of UK Legislation on Subsidy Control
- Bad debts to related parties<sup>1</sup>
- Payments for unfair dismissal or other compensation
- Replacement or refund of any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds
- The cost of any fines or charges applied by local Governments or by any local public authority
- Costs or benefits provided to any public official or third party if there is a high likelihood that the payment or benefit was for improper purposes (e.g. facilitation payments)
- Fundraising (with the exception of any agreed allocated costs not attributable to the project (indirect costs))
- Foreign exchange as a standalone budget line
- Contingency or risk premium
- Depreciation (with the exception of any agreed allocated indirect costs)
- Debt repayment
- Auditing or accounting costs associated with the production of Reasonable Assurance Reports for grant claims
- Costs associated with preparing bid or commercial proposal prior to a formal agreement being executed or in the preparation of proposals for the take up of contract extension options
- Costs incurred prior to a formal agreement being executed
- **Unless directly attributable to the programme**, advocacy and campaigning, marketing and communications, policy, retainer fees, capital expenditure, land, bank charges and insurance (unless, by exception, explicitly agreed in writing in advance).<sup>2</sup>

Additional exclusions relating to specific expenditure cost categories are detailed in this guidance and are mandated in addition to the above general ineligible costs. In case of any doubt, the delivery partner or supplier should consult DESNZ in advance.

## 5. Expenditure cost categories

In an organisation there are two types of costs that are incurred as a result of running a project or service: Direct Programme Costs and Indirect Costs.

**Direct Programme Costs** are subdivided further into two types of Direct Costs:

<sup>1</sup> "Related Party" has the same meaning as in international accounting standards.

<sup>2</sup> There are limited circumstances where it is appropriate to include insurance costs, for example to meet legal obligations or where doing so provides value for money (this is an extract from [Managing Public Money](#))

**(a) Direct project costs:** These are all the costs that are clearly and directly *incurred because of the project*. Typically, they include the salaries of project staff, their travel and subsistence, project materials, and all other costs easily identifiable as part of the project.

**(b) Directly attributable project costs:** These are all the costs that are clearly and directly *attributable to the project*. Typically, they include country office resources specifically allocated to the project.

**Indirect costs** comprise those overhead costs that are not attributable to a project. These costs are incurred by an organisation in order to support the projects that it runs.

## 6. Direct programme costs

Direct programme costs are activities and costs directly incurred in the delivery and implementation of the programme and are directly linked to specific project outcomes and results. This generally includes frontline delivery costs and programme management and support costs.

### 6.1. Staff costs (including payroll taxes and benefits)

All individuals working under an employment contract, a direct contract (consultant), a sub-contractor or an individual seconded and assigned to the programme are eligible costs. Each salaried and non-salaried staff member should be assigned a role and the daily fee rate should be individually listed:

The daily fee rate is deemed to cover the cost of salary remuneration and benefits including superannuation (pension) and payroll taxes. If the cost is that of a sub-contractor, the daily fee rate will be the total invoiced cost chargeable to the project. A line item stating total staff costs will not be accepted.

DESNZ will only reimburse productive days' work.

You should include details in your budget where time is being donated to programmes at no charge (in-kind contributions).

### 6.2. Management fees

The costs incurred by the Lead Organisation of managing both the recruitment and project work of external consultants and delivery partner programme staff where these are significant – i.e. they result in specific additional direct programme costs that are in excess of normal organisational establishment cost levels are eligible costs.

### 6.3. Frontline programme delivery costs

Frontline delivery expenditure includes commodities for beneficiaries or participants, transport of commodities (excluding vehicles which are capital expenditure and driver salaries which are included under travel costs, but including freight and logistics), storage of commodities, training and associated costs for beneficiaries or participants, disbursements to beneficiaries or participants, and any other frontline delivery costs associated with the delivery of programme outputs. This excludes staff costs, travel accommodation and subsistence, and capital expenditure which should be detailed separately under expenses.

### 6.4. Capital expenditure items

Capital expenditure includes specialist equipment, office furniture and equipment, standard and off-road motor vehicles and any other project related equipment. Any aspect of capital



expenditure included must be fully justified as contributing to the sustainable outcome of the project. The cost should be recorded in the year in which the purchase is planned; do not spread the cost of a new purchase over the lifetime of the project. **Depreciation is not an allowable expense.**

Ownership of any capital items bought using DESNZ funds is retained by DESNZ throughout the lifetime of the project. The future use of an item will be discussed and agreed on project completion.

There is a requirement for a programme asset register to be maintained for all assets purchased at a value of £500 or more.

## 6.5. Travel, subsistence and accommodation

Travel undertaken for delivering the programme (including that related to monitoring, evaluation and learning activities) are eligible costs. This includes air, rail, car hire and other travel costs, hotel and accommodation costs, subsistence, travel management fees, travel documentation costs (e.g. passport/visa costs), travel vaccinations. The budget should include as much information as possible about travel plans.

**DESNZ is committed to working towards Net Zero both domestically and internationally. As such all DESNZ suppliers should look to minimise travel as much as possible. Where travel cannot be avoided the greenest option should be chosen.**

### 6.5.1. Ineligible expenses

The following are ineligible expenses and may not be claimed. Exceptions must be agreed in writing with your DESNZ contract or agreement manager prior to any costs being incurred. DESNZ contract managers may also need to seek senior civil service and/or specialist approval for any exemptions. Any costs incurred without prior written approval are incurred at the supplier's own risk and expense and will not be reimbursed by DESNZ.

- Alcohol
- Tobacco
- Personal entertainment/recreation or travel
- Per diems (N.B. at cost accommodation and subsistence can still be paid for supported by receipts)
- Business and first-class travel or fully flexible tickets for flights or ground transportation
- Clothing
- Laundry
- Excess baggage
- Extra legroom
- Other travel facilitation costs e.g. charges to select a seat in advance of travel

### 6.5.2. Travel

Travel and living expenses will be paid at a rate consistent with the [HMRC's schedule of rates](#)<sup>3</sup>.

All journeys by rail or air will be budgeted by a class of travel that is no more than “**standard economy**” unless higher travel classes are representative of improved value for money or are required to adhere to specific legislation, for example the Equality Act 2010. Your DESNZ representative will confirm if this is appropriate, and no travel should be booked in a class higher than “standard economy” **without express written permission**. First class travel will not be permitted under any circumstances. If a supplier books anything other than

<sup>3</sup> <https://www.gov.uk/government/publications/scale-rate-expenses-payments-employee-travelling-outside-the-uk->

standard economy travel without prior written approval, these costs are incurred at their own risk and expense.

The most economical form of transportation must always be used. The use of taxis or car rental where safe, frequent and reliable public transport exists must be justified.

For car journeys less than or equal to 10,000 miles in a personal car, these will be reimbursed at 45p per mile.

### **6.5.3. Subsistence**

Alcohol and tobacco are not allowable subsistence items under any circumstances.

Where food, refreshments, transportation, accommodation or other expenses are required for the participants of a workshop, conference, seminar etc. (including staff of the supplier or project partners) all costs must be reasonable and follow these guidelines.

In the event that a supplier is not able to stick to these rates they must contact their DESNZ contract manager to discuss and provide a rationale for any exemption. Exemptions must be provided in writing by DESNZ in advance of any above-rate expenses being incurred. In the event that a supplier incurs above-rate expense without prior written approval, these costs are incurred at their own risk and expense.

As per the guidance in this document, expenses are to be claimed and paid for based on actual expenses incurred supported by receipts. DESNZ will not pay fixed per diems.

## **6.6. Passport and visa costs**

Staff travelling overseas must have a valid passport. In the event that staff do not have and have never owned a full Passport, the costs associated with issuing a new passport may be claimed from the Department. Written approval is required before entering into, or committing to, this process from your DESNZ Contract Manager who will require explicit advance approval from their Finance Business Partner.

**Costs for renewing or replacing expired passports are not reclaimable from the Department.**

In the event that staff are travelling to a country that requires a visa with an associated cost, claims for reimbursement may be made.

## **6.7. Claiming expenses**

To be reimbursed, expenses must be incurred during the period of the project and be linked to the approved budget lines and activities of the project. All expenses must be clearly detailed and evidenced, showing the actual cost incurred supported by receipts, tickets, hotel bills etc.

- Every expense claim should include sufficient information to justify each expense and should include what the expense is, the date it was incurred and the reason why. All travel claims must state the journey start and end location.
- Bank or credit/debit card statements alone are not acceptable evidence, though must also be provided if the receipt does not evidence payment.
- The currency in which the expense was incurred should always be detailed. If this is not GBP, evidence should be provided showing the exchange rate to GBP (ideally a bank statement showing the GBP cost debited or details of the exchange rate from [www.xe.com](http://www.xe.com) or [www.oanda.com](http://www.oanda.com)). There are several accepted approaches. So long

as used consistently, reporting can use the exchange rate on the date each expense was paid; the date the invoice was submitted; or the monthly average. For advance payments, the rate used can be the date the money was paid from the bank.

- Per diem rates will not be reimbursed. However, actual expenditure (evidenced by receipts, invoices etc.) on accommodation, subsistence and travel can be reimbursed.
- Air miles or equivalent reward schemes should not be used to pay for the cost of flights as they will not be reimbursed.

## **7. Indirect costs**

Indirect costs are overhead costs that relate to the overall operations, management and identity of the supplier rather than to programme services. These costs are necessary for programmes to function although cannot be clearly linked to specific project outcomes and results (i.e. business expenses not including or related to direct labour, direct materials or third-party expenses that are charged directly to projects).

Typically, they include overall management and employee costs, administration and support, equipment, space and premises costs, and activities that relate to the whole organisation and partly support your project, but also support your other projects. These may include:

### **7.1. Premises and office costs**

This category relates to all costs associated with the organisation's premises and office including rent and imputed rent, mortgage costs, depreciation, management of facilities, building insurance, rates, maintenance and cleaning, groundworks and gardening, utilities, catering, vending services and residential accommodation.

### **7.2. Central function costs**

This category relates to all costs associated with the organisation's Board of Directors including basic salary, maternity and sick pay, other paid leave (sabbatical, vacation, home leave, and paid holidays) overtime, allowances, payroll taxes, pensions, travel and subsistence and telephone.

It also relates to all salary and on-costs associated with the organisation's central functions including but not limited to human resources, finance, information technology, secretarial, internal audit, policy and research and evidence departments, marketing, office management and any other central support functions, travel and subsistence, bank charges and recruitment costs.

### **7.3. Governance and strategic development costs**

This category relates to external expert and professional services expertise brought in when in-house skills are not available, including payments for services contracted to provide strategic or governance direction, financial, management, procurement, legal, audit, human resources or technical advice. This includes any other internal governance and strategic development cost that is not a central function cost or premises and office cost.

### **7.4. Share of indirect costs**

Since different projects make different demands on the organisation it is important to note that indirect costs are not necessarily proportional to the direct costs of a project. Indirect costs should be shared between on a fair and reasonable basis. This means:

- Each programme's share of the indirect cost is appropriate given the nature and extent of its activities (i.e. a programme does not receive a share of overheads that it does not incur).
- There is a rational basis for the method used to share indirect costs that can be justified and supported.
- The allocation of indirect to the programme is only an estimate. The allocation method must be fair and reasonable based on the information you have.

A straight percentage allocation to the budget is not based on an understanding of your organisation's overheads and is therefore unlikely to meet the principles detailed above.

If you intend to raise income for your programme from other sources, we expect those sources to cover their fair share of the programme's indirect costs. DESNZ will only fund its share of the programme's overheads. We would not expect to fund a greater share of indirect costs than the share of the programme direct costs we are funding.

### **7.5. Accounting and budgeting for indirect costs**

We anticipate that, in the vast majority of cases, indirect costs will be included in the daily fee rates of staff and a further breakdown is not required at the time of bidding. If indirect costs are not included in daily rates and you need to list them separately, please speak to DESNZ.

## **8. Payment basis and cost verification**

DESNZ and HMG operate on a policy of operational need. Payments are made in arrears according to DESNZ policy rules unless in exceptional circumstances and where otherwise expressly agreed in writing. We expect our partners to follow the same principles downstream with their subcontractors and partners.

An assessment of the eligibility of the costs included within your proposal will be conducted prior to the award of any contract or funding agreement.