

DPS Schedule 6 (Order Form and Order Schedules)
Crown Copyright 2021

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: PS22172 - Energy Company Obligation 4 (ECO4)
Evaluation - RAF008/2223

THE BUYER: The Department for Business, Energy and Industrial
Strategy

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Kantar Public UK Limited

SUPPLIER ADDRESS: 4 Millbank, London, SW1P 3JA

REGISTRATION NUMBER: 03073845

DUNS NUMBER: 228340905

DPS SUPPLIER REGISTRATION SERVICE ID: 526074

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated Monday, 20th February 2023.

It's issued under the DPS Contract with the reference number RM6126 for the provision of PS22172 - Energy Company Obligation 4 (ECO4) Evaluation - RAF008/2223.

DPS FILTER CATEGORY(IES):

Evaluation and Evidence Synthesis: • Theory-based impact evaluation • Impact evaluation Data Collection Method (general): • Quantitative • Qualitative • Mixed method (qualitative and quantitative) Data Collection Method (Qual specific) • Depth interviews

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. The following Schedules in equal order of precedence:
 - **Joint Schedules for RM6126**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - **Order Schedules for PS22172**
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
6. Order Schedule 4 (Order Tender)

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

ORDER SPECIAL TERMS

None

ORDER START DATE: Thursday, 23rd February 223

ORDER EXPIRY DATE: Friday, 30th January 2026

ORDER INITIAL PERIOD: End of Wave 1

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made via BACS.

Invoices payable upon receipt of invoice and Purchase Order

Payment shall be made on Acceptance of the deliverables.

BUYER'S INVOICE ADDRESS:

BEIS c/o UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF
ap@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf

BUYER'S SECURITY POLICY

Available online at:

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

See details in Order Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

Not applicable

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

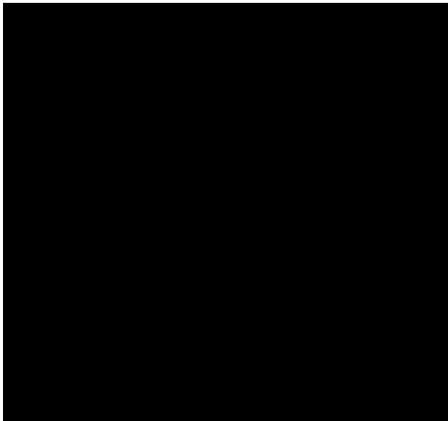
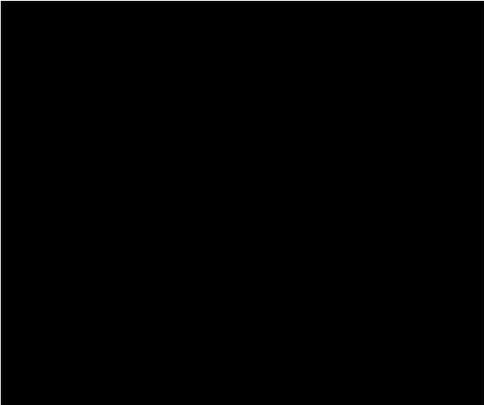
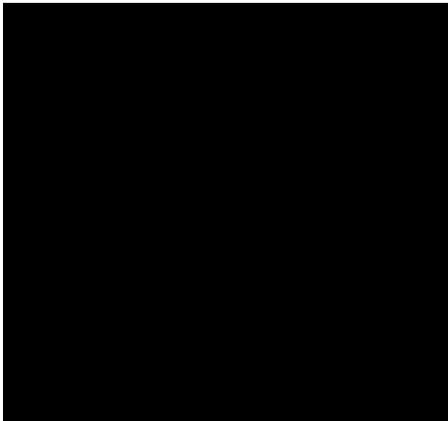
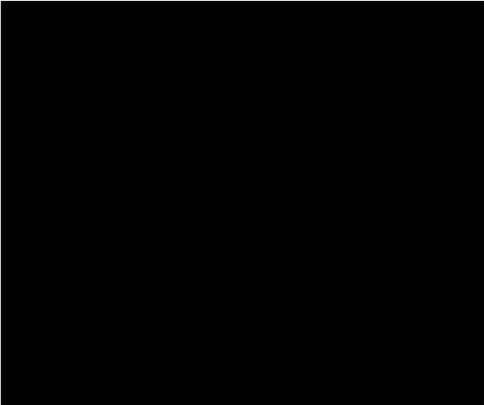
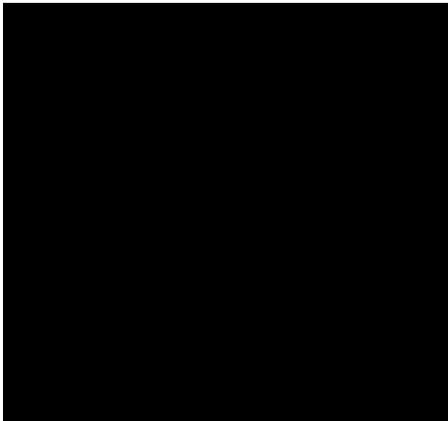
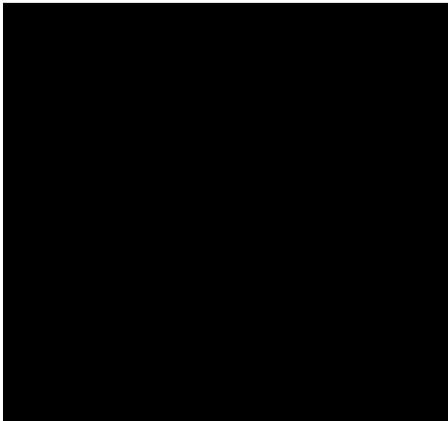
Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

<p>"Audit"</p>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
	<ul style="list-style-type: none"> f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,
	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	<p>i) base salary paid to the Supplier Staff; ii) employer’s National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but</p> <p>excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<p>"Crown Body"</p>	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC 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;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	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 Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
	c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or
	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) 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 Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"MI Reporting Template"	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction 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 Supplier 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 in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Start Date or to a civil penalty for fraud or evasion;</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</p>
	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) 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</p> <p>the actual Costs profile for each Service Period;</p>
"Order"	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
“Protective Measures”	<p>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 including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
“Recall”	<p>a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
“Recipient Party”	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) 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; and the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and
	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	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 enterprises;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification);

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	<p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
----------------------	---

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	The Department of Business, Energy and Industrial Strategy ("the Buyer") And Kantar Public UK Limited ("the Supplier")	
Contract name:	Energy Company Obligation 4 (ECO4) Evaluation - RAF008/2223 (" the Contract ")	
Contract reference number:	PS22172	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

DPS Schedule 6 (Order Form and Order Schedules)
Crown Copyright 2021

- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	February 2023	Supplier day rate breakdown	3 Years
2	February 2023	Supplier full tender proposal	3 Years

DPS Schedule 6 (Order Form and Order Schedules)
Crown Copyright 2021

Joint Schedule 6 (Key Subcontractors) Crown
Copyright 2021

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
- 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (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.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller 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 Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the 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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller 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; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a 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 provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) 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
 - (ii) 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.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal 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.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Annex 2 - Joint Controller Agreement**1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the relevant contracting authority:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

1. Undertakings of both Parties

1.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 2 months on:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

1.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

2. Data Protection Breach

2.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

2.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

3. **Audit**

3.1 The Supplier shall permit:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

3.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

4. Impact Assessments

4.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

5. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

6. Liabilities for Data Protection Breach

6.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 6.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 6.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

6.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

7. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

8. Sub-Processing

8.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

9. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	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;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Order Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
"Employee Liability"	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p> <p>b) unfair, wrongful or constructive dismissal compensation;</p> <p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:
	(a) their ages, dates of commencement of employment or engagement, gender and place of work;
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
- 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
- 1.4.1 no such offer of employment has been made;
- 1.4.2 such offer has been made but not accepted; or
- 1.4.3 the situation has not otherwise been resolved;
- the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
- 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part E: Staff Transfer on Exit**1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**
 - (b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

limited to, PAYE and primary and secondary national insurance contributions:

- (a) **in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and**
- (b) **in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;**

2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(b) the Supplier and/or any Subcontractor; and

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

(c) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) **any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or**
 - (b) **any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;**
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) **in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and**
- (b) **in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;**
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

2. BUYER'S RIGHTS

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 3.3.1 identifying the emergence of relevant new and evolving technologies;
 - 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 3.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 3.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once

DPS Schedule 6 (Order Form and Order Schedules)

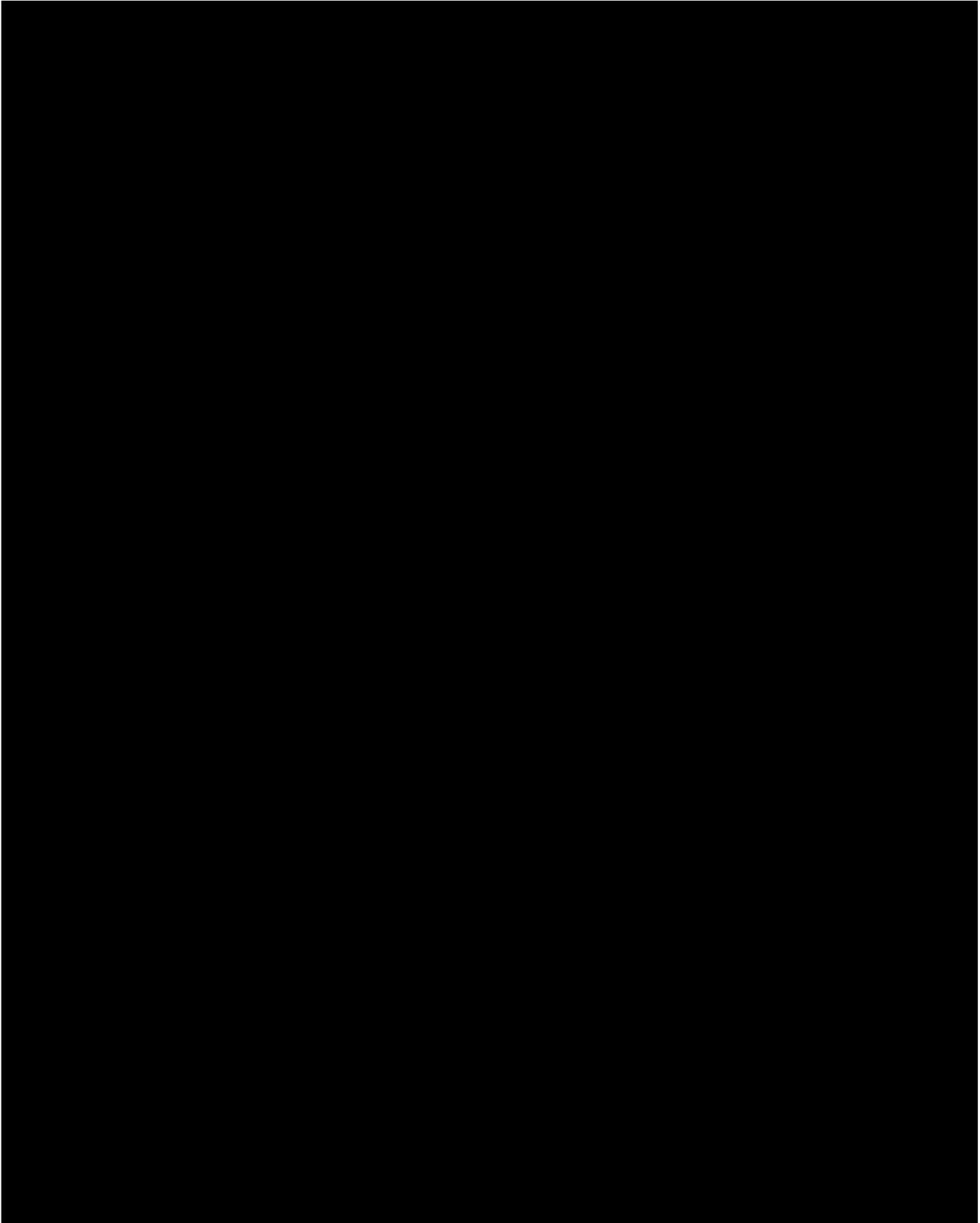
Crown Copyright 2021

Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
 - 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.
- 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 3.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 5 (Pricing Details)

1. The Charges for the Services shall be as set out in this Schedule 5.
2. The contract charges are as seen in the AW5.2 Price Schedule below;
£873,990.31 Excluding VAT.



DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Order Schedule 7 (Key Supplier Staff)

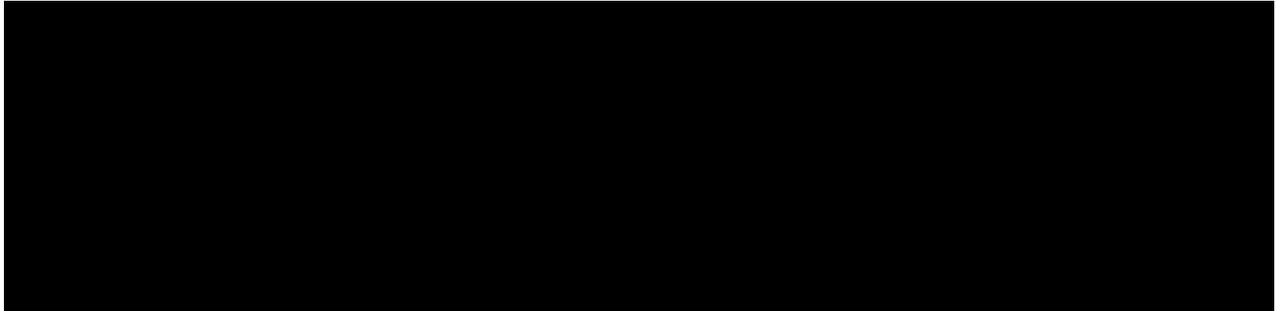
1. 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 2.
3. 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 4.
5. 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 6.
7. 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 8. 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
9. 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
		

Order Schedule 8 (Business Continuity and Disaster Recovery)

4. Definitions

4.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 5.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 5.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 9.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 9.3 of this Schedule;

5. BCDR Plan

5.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 5.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 5.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 5.2.2 the recovery of the Deliverables in the event of a Disaster
- 5.3 The BCDR Plan shall be divided into three sections:
- 5.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 5.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 5.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 5.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6. General Principles of the BCDR Plan (Section 1)

- 6.1 Section 1 of the BCDR Plan shall:
- 6.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 6.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 6.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 6.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 6.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 6.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 6.1.7 provide for documentation of processes, including business processes, and procedures;
 - 6.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 6.1.9 identify the procedures for reverting to "normal service";
 - 6.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 6.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 6.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 6.2 The BCDR Plan shall be designed so as to ensure that:
 - 6.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 6.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 6.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 6.2.4 it details a process for the management of disaster recovery testing.
 - 6.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
 - 6.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

7. Business Continuity (Section 2)

- 7.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 7.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 7.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 7.2 The Business Continuity Plan shall:
- 7.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 7.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 7.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 7.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

8. Disaster Recovery (Section 3)

- 8.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 8.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 8.2.1 loss of access to the Buyer Premises;
 - 8.2.2 loss of utilities to the Buyer Premises;
 - 8.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 8.2.4 loss of a Subcontractor;
 - 8.2.5 emergency notification and escalation process;
 - 8.2.6 contact lists;
 - 8.2.7 staff training and awareness;
 - 8.2.8 BCDR Plan testing;
 - 8.2.9 post implementation review process;
 - 8.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

- 8.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 8.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 8.2.13 testing and management arrangements.

9. Review and changing the BCDR Plan

- 9.1 The Supplier shall review the BCDR Plan:
 - 9.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 9.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and
 - 9.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 9.1.1 and 9.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 9.2 Each review of the BCDR Plan pursuant to Paragraph 9.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 9.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 9.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 9.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

10. Testing the BCDR Plan

10.1 The Supplier shall test the BCDR Plan:

- 10.1.1 regularly and in any event not less than once in every Contract Year;
- 10.1.2 in the event of any major reconfiguration of the Deliverables
- 10.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

10.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

10.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

10.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

10.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

- 10.5.1 the outcome of the test;
- 10.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 10.5.3 the Supplier's proposals for remedying any such failures.

10.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

11. Invoking the BCDR Plan

11.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

12. Circumstances beyond your control

12.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

13. Definitions

13.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>the occurrence of:</p> <p>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;</p>

14. Complying with security requirements and updates to them

14.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

14.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

14.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 14.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 14.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

15. Security Standards

- 15.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 15.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 15.2.1 is in accordance with the Law and this Contract;
 - 15.2.2 as a minimum demonstrates Good Industry Practice;
 - 15.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 15.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 15.3 The references to standards, guidance and policies contained or set out in Paragraph 15.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 15.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

16. Security Management Plan**16.1 Introduction**

- 16.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

16.2 Content of the Security Management Plan

- 16.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph **Error! Reference source not found.** and any other provisions of this Contract relevant to security;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

16.3 Development of the Security Management Plan

- 16.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 16.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 16.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 16.3.1, or any subsequent revision to it in accordance with Paragraph 16.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 16.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 16.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 16.2 shall be deemed to be reasonable.
- 16.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 16.3.2 or of any change to the Security Management Plan in accordance with Paragraph 16.4 shall not relieve the Supplier of its obligations under this Schedule.

16.4 Amendment of the Security Management Plan

- 16.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 16.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 16.4.3 Subject to Paragraph 16.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 16.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 16.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

17. Security breach

- 17.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 17.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 17.1, the Supplier shall:
- 17.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 17.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

18. Definitions

18.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 20.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 19.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

"Termination Assistance Notice"	has the meaning given to it in Paragraph 22.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 22.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 25.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 25.2.3 of this Schedule.

19. Supplier must always be prepared for contract exit

19.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

19.2 During the Contract Period, the Supplier shall promptly:

19.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

19.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

19.3 The Supplier shall:

19.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

19.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

(and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

19.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

20. Assisting re-competition for Deliverables

20.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

20.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

20.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

20.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

21. Exit Plan

21.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 21.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

21.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 21.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

21.3 The Exit Plan shall set out, as a minimum:

21.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 21.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 21.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 21.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 21.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 21.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 21.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 21.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 21.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 21.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 21.4 The Supplier shall:
- 21.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every 6 months throughout the Contract Period; and
 - (b) no later than 20 working days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than 10 working days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than 20 working days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 21.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 21.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 21.2 or 21.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 21.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

22. Termination Assistance

22.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

22.1.1 the nature of the Termination Assistance required; and

22.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

22.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

22.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

23. Termination Assistance Period

23.1 Throughout the Termination Assistance Period the Supplier shall:

23.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

23.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

23.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

23.1.4 subject to Paragraph 23.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 23.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 23.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 23.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 23.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 23.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

24. Obligations when the contract is terminated

- 24.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 24.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 24.2.1 vacate any Buyer Premises;
 - 24.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 24.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 24.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

25. Assets, Sub-contracts and Software

- 25.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 25.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 25.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 25.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 25.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 25.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 25.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 25.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 25.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 25.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 25.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 25.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 25.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 25.7 The Buyer shall:
- 25.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 25.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 25.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 25.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 25.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 25.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

26. No charges

- 26.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

27. Dividing the bills

- 27.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 27.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 27.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

27.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

1. Background**Introduction****Scope of the tender**

BEIS are seeking to commission a process and impact evaluation of the next phase of the Energy Company Obligation (ECO), ECO4, a government energy efficiency scheme. It is expected this evaluation will entail surveys, qualitative interviews, focus groups and quasi-ethnographic research, alongside in-depth analysis of causal mechanisms, outcomes, and impacts. BEIS envisages a theory-based approach to impact evaluation to provide a rigorous understanding of the contribution of ECO4 to its intended and unintended outcomes.

BEIS suggests that this evaluation is split into two waves, the first taking place in 2023-24 and the second from 2024-26. In 2024, we will want to see evidence that ECO is delivering against its intended outcomes across England, Wales, and Scotland.

Background to the Energy Company Obligation

The Energy Company Obligation scheme (ECO) was launched in January 2013¹. The scheme requires obligated energy suppliers² to deliver energy efficiency and heating measures to homes in Great Britain³. These measures aim to provide energy savings to help households keep their homes warmer and more comfortable to live in, reduce their energy bills and reduce their carbon emissions.

The Government's Clean Growth Strategy⁴ has an aspiration for as many homes as possible to reach EPC Band C by 2035 where practical, cost effective and affordable. ECO is one of several key policies which will help achieve this, with a particular focus on bringing down bills for low income and vulnerable households.

In England there are estimated to be 3.2 million fuel poor households⁵, of which the largest pool (>1.2 million) are owner occupier households. 1.1 million are privately rented and 750,000 are social housing⁶. The Government has a statutory objective to raise as many fuel poor homes in England as reasonably practicable to Fuel Poverty Energy Efficiency Rating (FPEER) C by 2030⁷, with interim milestones of as many fuel poor homes in England

¹ The current scheme is the fourth iteration of ECO and is therefore known as ECO4

² The obligation for complying with ECO sits with energy suppliers with 150,000 domestic customer accounts or more

³ Energy suppliers have legal obligations under the Energy Company Obligation (ECO) scheme based on customer number and/or supply volume thresholds. Full details provided by Ofgem

<https://www.ofgem.gov.uk/environmental-programmes/eco/energy-suppliers>

⁴ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/700496/clean-growth-strategy-correction-april-2018.pdf

⁵ BEIS Fuel Poverty Statistics, 2022 – Table 1

<https://www.gov.uk/government/statistics/fuel-poverty-detailed-tables-2022>

⁶ BEIS Fuel Poverty Statistics, 2022 – Table 19

<https://www.gov.uk/government/statistics/fuel-poverty-detailed-tables-2022>

⁷ More detail on measuring fuel poverty in England, the statutory fuel, and fuel poverty strategy for England see: <https://www.gov.uk/government/publications/sustainable-warmth-protecting-vulnerable-households-in-england>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

as reasonably practicable to reach FPEER D by 2025⁸. By tackling the root causes of fuel poverty, ECO aims to lower energy bills and support progress towards the Government's statutory fuel poverty targets⁹.

ECO is also crucial for meeting the UK's legally binding carbon targets¹⁰. The residential sector is responsible for a significant share of the UK's greenhouse gas emissions (around 15%)¹¹, and primary energy consumption (around 32%)¹². By improving the energy efficiency of poorly performing homes, ECO will play an important role in decarbonising the residential sector.

ECO4 has a projected cost of £1bn per year¹³ between 2022 and 2026.

Evidence needs

The primary aims of the ECO4 evaluation are to capture robust evidence on the characteristics of scheme recipients; progress towards intended outcomes; and whether, how and for whom the scheme delivers impacts.

The evaluation will strengthen understanding of the effectiveness of the ECO4 delivery model in upgrading fuel poor homes, lifting people out of fuel poverty and reducing carbon emissions. It will also explore the contribution of ECO4 to wider outcomes such as mental and physical health, wellbeing, green jobs and the growth of the energy efficiency supply chain. The evaluation will examine ECO4's role in generating these outcomes relative to wider contextual factors (e.g. other UK net zero policies, fuel price volatility). It will also explore the complexities of the ECO supply chain, as well as the experiences of the range of actors in it.

The evaluation will contribute to building the wider evidence across BEIS home energy policies on the impact of energy efficiency measures in the real world.

The ECO Scheme**Policy Objectives**

Current intended objectives of ECO4 are as follows¹⁴:

- 1) ***Contribute to the Government's statutory target to improve as many fuel poor homes as is reasonably practicable to a minimum FPEER rating of Band D by the end of 2025 and Band C***

⁸ It is important to note that in relation to the fuel poverty target for England, energy efficiency is defined by the Fuel Poverty Energy Efficiency Rating (FPEER), which is a variation on the EPC. More detail can be found here: <https://www.gov.uk/government/publications/fuel-poverty-england-regulations-2014-and-methodology>

⁹ More information about the fuel poverty targets can be found in the Government's fuel poverty strategy: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/408644/cutting_the_cost_of_keeping_warm.pdf

¹⁰ The Government's carbon reduction targets are set out in the Climate Change Act, in which we have committed to reducing emissions by at least 80% of 1990 levels by 2050. See <https://www.legislation.gov.uk/ukpga/2008/27/contents>.

¹¹ BEIS Final UK greenhouse gas emissions, 2019, https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/972606/final-greenhouse-gas-emissions-tables-2019.xlsx

¹² BEIS Energy Consumption in the UK, 2021 <https://www.gov.uk/government/statistics/energy-consumption-in-the-uk-2021> [See Table C1](#)

¹³ See paragraph 64 of the [ECO4 consultation-stage impact assessment](#).

¹⁴ More information on the objectives and vision for ECO4 can be found in the consultation document and final stage impact assessment, both available here: <https://www.gov.uk/government/consultations/design-of-the-energy-company-obligation-eco4-2022-2026>.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

by the end of 2030¹⁵. The scheme will aim to do this by targeting the worst homes by restricting ECO4 eligibility to households with an Energy Performance Certificate (EPC) band D, E, F or G and continuing to focus 100% of support on low income and vulnerable households to better target the fuel poor. To ensure ECO4 contributes to statutory targets, a minimum improvement requirement will be put in place to ensure as many homes are upgraded to C or D as possible.

- 2) **Reduce bills for low income and vulnerable households.** By imposing a minimum improvement requirement, the scheme aims to deliver larger reductions in bills for recipients than a single measure approach.
- 3) **Help towards our Net Zero future by reducing carbon emissions from our housing stock.** By targeting the worst homes, the scheme will achieve larger carbon reductions. New fossil fuel-based heating systems will also be limited under ECO4 to help make progress towards the Government's goal of Net Zero by 2050.
- 4) **Focus support mainly on owner occupied households and those living in the least efficient social housing and private rented accommodation, aligned with other Government energy efficiency policies.** ECO4 will support tenants living in EPC E, F and G private rented homes where high-cost measures are required. Tenants living in EPC E, F and G social housing will also be eligible for specific measures and EPC D social housing properties will be eligible for innovation measures. ECO4 will be available across England, Scotland, and Wales. In England, the Home Upgrade Grant will be the primary support for upgrades to energy inefficient off-gas grid homes. Measures delivered under ECO4 to meet the minimum requirements are not expected to be blended using HUG or other government funding and ECO4 funding. However, other measures funded under other schemes would be allowed within a home, if installed before or after ECO4.

Delivery Phases

The delivery of ECO has occurred across a number of distinct phases:

- 1) ECO1: January 2013 to March 2015
- 2) ECO2: April 2015 to March 2017
- 3) ECO2t (aka ECO Help to Heat): an extension of ECO2 which ran from April 2017 to September 2018
- 4) ECO3: December 2018 to March 2022
- 5) ECO4: Commences in April 2022 and runs until March 2026¹⁶

A commissioned evaluation covered ECO2t and ECO3, whilst earlier versions of the scheme were not subject to the same level of analytical scrutiny. Several lessons have been learnt from ECO3 which have influenced the design of ECO4 – more detail is provided within the consultation document, but a summary of the key learnings has been provided below.

¹⁵ As measured by the Fuel Poverty Energy Efficiency Rating (FPEER) system. FPEER is a measure of the energy efficiency of a property based on the Standard Assessment Procedure (SAP) but accounts for policies that directly affect the cost of energy.

¹⁶ Subject to affirmative regulations. The government response to the ECO consultation was published on 1st April 2022 - <https://www.gov.uk/government/consultations/design-of-the-energy-company-obligation-eco4-2022-2026>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

ECO Delivery

The obligation for complying with ECO sits with energy suppliers with 150,000 domestic customer accounts or more. Each obligated energy supplier has a statutory obligation to deliver a set amount of notional lifetime bill savings. Energy suppliers must deliver measures to eligible homes to meet their obligations. All measures installed must be notified to the scheme administrator, Ofgem¹⁷.

Each obligated energy supplier has a target score which they are obliged to achieve across a phase of the scheme. For ECO4, targets are based on notional annual bill savings and every installed measure is awarded a 'deemed score' based on the estimated annual bills savings that the measure is expected to deliver over its lifetime. These scores are averages based on the type and size of property (e.g. 3 bed semi-detached). Uplifts are awarded to some scores to incentivise certain measures, for example under ECO3 an uplift was provided for the delivery of innovative measures to incentivise their uptake.

The recipients of ECO measures are households. Energy companies may engage households directly, or they may contract this work to other organisations that will arrange and/or carry out installations. The majority of suppliers are known to contract out this work to an installer who will generally be paid in accordance with the lifetime bills saving. A number of third parties are also known to be involved in this process in some cases, primarily managing agents who buy the measure from the installer and sell it to the household.

ECO is a market driven scheme and suppliers have the freedom to meet their obligations using a range of contracting practices. For example, trading of obligations between suppliers was introduced at the start of ECO2t (2017-2018) as a means to simplify scheme administration and reduce delivery costs. The market driven approach is intended to create a competitive market which results in the most cost-effective delivery approaches being adopted.

The costs for delivering ECO are predominantly incurred by energy suppliers, who then recover the money from the domestic energy bills of their customers. Energy companies (and their delivery partners) are responsible for deciding how the costs of each measure are met.

ECO4 Scheme Design and Delivery

ECO3 has so far seen on average 1.9¹⁸ measures installed per home. Over half of homes treated received a boiler measure and heating controls¹⁹, whereas only around a third of homes have received wall insulation measures. Insulation measures are more beneficial over the long-term and are more cost effective at making progress in tackling fuel poverty.

ECO4 aims to focus on fabric first²⁰ multiple measure delivery which will incentivise greater investment to ensure homes are improved to a minimum level and will impose an EPC E-G minimum requirement – this will drive more insulation measures such as wall insulation.

Following a public consultation, it was decided that support will be limited to EPC D, E, F and G homes, with Minimum Requirements (MRs) imposed necessitating that EPC F and G homes reach EPC D and EPC D and E homes reach EPC C. Social housing E-G rated properties will be eligible for insulation measures, first-time central heating (FTCH), renewable heating, district heating systems and innovation measures, with EPC D rated properties eligible for innovation measures only. EPC E-G PRS properties will also be eligible where the package includes either solid wall insulation, FTCH, a renewable heating

¹⁷ <https://www.ofgem.gov.uk/environmental-programmes/eco>

¹⁸ BEIS Household Energy Efficiency Statistics April 2022 – Table 2.8
<https://www.gov.uk/government/statistics/household-energy-efficiency-statistics-headline-release-april-2022>

¹⁹ Includes broken boiler replacement, boiler upgrade repair and first time central heating

²⁰ Fabric first approaches focus on maximising the internal performance of the building to minimise energy consumption.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

system or district heating. All social housing and PRS properties will be required to meet the relevant ECO4 minimum improvement requirements.

There will be a separate requirement to deliver notional annual bill savings to EPC E-G private tenure homes, equivalent to upgrading 150,000 homes. There will also be a requirement to install 90,000 solid wall insulation measures. Flexible eligibility will be expanded, to allow up to 50% of the obligation to be met via that route²¹.

Scheme monitoring data

All measures are reported by energy suppliers to Ofgem, who are responsible for administering the scheme. BEIS receive installation data and publish monthly monitoring data including the number of ECO measures installed, the number of households in receipt of ECO measures, and the numbers of specific measures installed²².

The monitoring data gives an indication of the scale of ECO and the deemed impacts. However, evidence about the recipients of ECO measures is limited to the basic eligibility information collected to allow energy companies to administer the scheme. Evidence of detailed household demographics, their experiences, and the real-world impact of the installation of those measures are not currently captured. The survey proposed in this project is the key mechanism through which those evidence gaps are to be filled.

Previous research and evaluation

The current evaluation of the ECO2t and ECO3 schemes has been running since 2017 and is due to end in December 2022. This process evaluation has focused on understanding the characteristics of households in receipt of ECO, their motivations for participation and their experience of installation. In addition, it has provided early evidence of outcomes for eligible households. The evaluation has adopted a mixture of quantitative and qualitative data collection methods, including surveys, interviews and quasi-ethnographic research with households.

The evaluation had been divided into three waves. Wave 1 covered ECO2t and part of ECO3. Waves 2 and 3 each covered different phases of ECO3, in 2020-21 and 2021-22, respectively. To date, we have published one report²³ based on evidence from Wave 1. Some key findings from this were that:

- ECO has reached poorer households with around four in ten surveyed households having a pre-tax income of under £16,000.
- The measures installed under ECO influenced reported future behaviour of households, as nearly six in ten (58%) said they were more likely to consider other energy saving installations in future.
- Around four in ten surveyed households said that their energy bills were lower after having measures installed.
- Two-thirds said their home felt warmer and more comfortable after the measures were installed.

However, there remain some notable evidence gaps. The current ECO evaluation has not involved any data collection with non-household stakeholders such as installers. This will be crucial for understanding priority strategic evidence needs such as how the supply chain operates, ways in

²¹ At the start of ECO2t Local Authority flexible eligibility (known as LA Flex) was introduced. This is a voluntary element that enables suppliers to meet a proportion (10% for ECO2t; 25% for ECO3) of their ECO Affordable Warmth targets by installing measures in homes which do not meet the standard eligibility criteria, but which have been identified as part of the ECO target population by local authorities.

²² <https://www.gov.uk/government/collections/household-energy-efficiency-national-statistics>

²³ <https://www.gov.uk/government/publications/eco-evaluation-wave-1-interim-report-2020>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

which installers interpret and implement the ECO4 regulations, whether there have been supply chain issues and how these have affected ECO4 delivery, and whether, how and for whom, the scheme contributes to the growth of new jobs and opportunities in the energy efficiency sector.

The current ECO evaluation has also not involved rigorous analysis of the causal impacts of the scheme. It has tracked outcomes of the interventions but has not unpacked the mechanisms through which the scheme generates change. For example, previous evaluations have explored whether scheme recipients experienced health benefits and improved thermal comfort but did not explore *why* they experienced these benefits and *how different experiences of the ECO scheme* contributed to different health and wellbeing outcomes.

The ECO4 evaluation intends to fill these gaps via an in-depth theory-based impact evaluation, with inputs from a wide range of stakeholders. It will provide the first systematic exploration of the impacts of ECO, since it began in 2013, on a range of UK government strategic priorities including tackling fuel poverty and health inequalities and achieving Net Zero and levelling up. We are open to suggestions from bidders on ways in which we can meet these evidence needs and welcome bids from those with relevant methodological expertise which could be applied to these complex analytical issues.

2. Aims and Objectives of the Project

Aims and objectives

The overall aim of this project is *to evaluate the delivery of ECO4 and assess how successful the scheme has been in working towards its policy objectives*, outlined in the introduction above.

To achieve this overall aim, the project will need to meet the following two specific aims:

- 1) Provide evidence on the implementation and stakeholder experiences and perceptions of ECO4.
- 2) Provide evidence of the impacts of ECO4

ECO4 is taking a fabric first, multiple measures approach to installations and is setting minimum improvement targets for installers. There are also changes to eligibility criteria and target households²⁴. The evaluation will need to collect robust evidence on the characteristics of ECO4 scheme recipients and their experiences and perceived outcomes of participating in ECO4. The views of non-household stakeholders (installers, Local Authorities, managing agents and retrofit coordinators) will also be required.

The findings from this process evaluation element of the project will be used to assess whether ECO4 is being implemented as intended, is reaching its target groups and is achieving its intended outcomes.

This evaluation aims to explore and provide evidence of the impacts of ECO4 and its contribution to policy objectives. A theory-based impact evaluation will be required as it is the most appropriate approach for addressing the evaluation questions; in particular, to what extent, for whom, and in which contexts does ECO4 contribute to policy objectives? We do not believe that an experimental or quasi-experimental approach would be feasible due to challenges with identifying a suitable counterfactual.

²⁴ For example, ECO4 will be focussed on upgrading homes in energy performance bands D, E, F and G for owner occupied homes and band E, F and G social housing and private rented sector homes, extending to band D social housing in the case of innovation measures. Furthermore eligibility changes include removing eligibility for non-means tested benefits, including eligibility for Housing Benefit and Pension Savings Credit for private tenure households, increasing Child Benefit eligibility caps and allowing eligibility for household recipients of the Warm Homes Discount rebate.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

The evaluation will need to collect in depth data relating to the intended and unintended impacts of the scheme, to comprehensively assess the contribution of ECO4 to these impacts. It will explore whether the scheme has delivered its stated objectives and if so, how, why and for which groups.

Evidence and conclusions from this evaluation will be used to inform the development of the ECO scheme beyond the end of ECO4 in 2026. In 2024, the evaluation will be required to provide evidence to feed into a policy review point in which early thinking and decisions will be made regarding the future of the scheme.

Evaluation questions

The table below sets out evaluation questions which have been developed based on policy priorities and a draft theory of change, developed by BEIS (see Annex A). The evaluation questions address both the process and impact evaluation elements of the project. While the main evaluation questions reflect our priorities for ECO4, the sub questions reflect preliminary thinking and are *for illustrative purposes only at this point*. These possible sub questions should give bidders a sense of the ways in which BEIS expects the main evaluation questions to be addressed through the evaluation. The final questions will be finalised during the evaluation inception phase.

Main evaluation question	Possible sub questions
<p>Who has been reached²⁵ by the ECO4 scheme? Who has not been reached and why have they not been reached?</p>	<p><i>Which socio-demographic groups are more likely to receive ECO4 and why is this?</i></p> <p><i>Why are certain households not being reached by ECO4? Are there groups of similar households/occupants who have not been reached?</i></p>
<p>Has ECO4 been implemented as intended? How effective and efficient has the implementation and delivery of ECO4 been?</p>	<p><i>What role have installers, Local Authorities, retrofit co-ordinators and managing agents played in raising household awareness of ECO4 and encouraging scheme participation?</i></p> <p><i>How has the delivery of ECO4 been experienced by households/those involved in delivery?</i></p> <p><i>What are the complexities of the ECO4 supply chain and how does this impact on the efficiency of delivery?</i></p> <p><i>Would households/non-household stakeholders recommend the scheme? Why/why not?</i></p> <p><i>Have supply chain issues affected ECO4 delivery and how have non household stakeholders managed these difficulties?</i></p> <p><i>What are the experiences of non-household stakeholders in working with each other to deliver ECO?</i></p> <p><i>How do installers, Local Authorities, retrofit co-ordinators and managing agents interpret the scheme requirements, and did they respond in line with these? What have been the impacts of this on households?</i></p>

²⁵ Households who have been reached will be households who have had ECO measures installed

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	<i>Do installers have a preference for the type of property and/or ECO4 measure? If so, who does this benefit and who does it negatively impact?</i>
What, if any, has been the impact of ECO4 on the energy efficiency industry?	<p><i>Have installers reported any supply chain issues? What have these issues been?</i></p> <p><i>Have more jobs reportedly been created in response to the scheme?</i></p> <p><i>Is there evidence that the supply chain favours ECO4? If so, does this disadvantage other energy efficiency grant schemes?</i></p> <p><i>What kind of jobs are generated by ECO4 and which socio-demographic groups have benefitted?</i></p> <p><i>How and why did ECO4 stimulate demand for new jobs?</i></p> <p><i>What are non-household stakeholder's experiences of the transition from ECO3 to ECO4? Has there been any impact on households?</i></p>
What contribution has ECO4 made to its intended outcomes and impacts ²⁶ ? To what extent, how, and for whom has it had these impacts?	<p><i>What benefits have households experienced since having measures installed?</i></p> <p><i>Are there differences in the benefits felt by households depending on the type of household/occupant characteristics?</i></p> <p><i>Has ECO4 contributed to health and wellbeing benefits? If so, which measures have contributed to which health and wellbeing impacts?</i></p> <p><i>How big of a role does comfort taking play in household's perception of scheme success? What is the impact of this on bills and energy consumption?</i></p> <p><i>What was the contribution of ECO4 to tackling fuel poverty and carbon emissions?</i></p> <p><i>Did ECO4 contribute to reductions in energy bill savings within the wider context of fuel price rises?</i></p> <p><i>What is ECO's role in tackling fuel poverty and reducing emissions relative to other retrofit schemes?</i></p>

3. Suggested Methodology

²⁶ Based on the draft Theory of Change these are contributions to fuel poverty and Net Zero objectives, improved health outcomes and benefits to the economy. The exact outcomes and impacts that the impact evaluation will focus on should be finalised during the project inception phase.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

If applicable:	Insert numbers:
Total number of Participants (experimental design)	N/A
Total number of Interviews (survey)	5,250
Total number of Interviews (qualitative)	260
Total number of Focus Groups	8
Total number of Quasi-ethnographic studies	20
Any other specific requirements	An in-depth theory-based evaluation scoping/set up phase will be required, along with data analysis, reporting and project management.

To meet the aims set out above, the ECO4 evaluation will be required to deliver a process and theory-based impact evaluation. The evaluation approach and suggested data collection methodology is outlined below.

We encourage bidders to submit clarification questions where necessary to aid with their bids.

We will accept bids from both individual suppliers and consortia.

Evaluation approach

The suggested methodology for this evaluation combines a number of methods involving quantitative and qualitative data collection. It is anticipated that the suggested methodology below will address both the process and impact evaluation elements of the evaluation. While these are presented as separate entities, in practice we expect there to be some overlap, with the impact evaluation building logically on the process evaluation.

The scope of the evaluation is ECO4 only. Earlier phases of the scheme will not be directly evaluated however, research with non-household stakeholders²⁷ may introduce themes which compare ECO4 with earlier phases of the scheme.

ECO4 will run from 2023-2026 and the evaluation will run alongside this, split into 2 waves, with interim process and impact findings being required in mid-2024 ahead of a policy review period in which considerations and early decisions about the next phase of ECO will be made. A contract review point will be included in between wave 1 and wave 2 to allow BEIS to manage the contract and the spend which extends into a new spending review period (from April 2025). A proposed timeline for the suggested methodology is set out in a later section of this specification.

Process evaluation

A core aim of the evaluation is to understand how successfully ECO4 has been implemented, and how it has been experienced by stakeholders. BEIS requires a process evaluation to provide this evidence and address the following high level evaluation questions:

- Who has been reached by the ECO4 scheme? Who has not been reached and why have they not been reached?
- Has ECO4 been implemented as intended? How effective and efficient has the implementation and delivery of ECO4 been?

²⁷ Installers, Local Authorities, managing agents and retrofit co-ordinators

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

To address these questions, the process evaluation will be required to gather evidence on areas such as the type of households who have participated in ECO4 and why, the journey of ECO4 installations and stakeholder roles within this journey, installation experiences and outcomes for beneficiaries, and interpretations of the ECO4 scheme from the different stakeholders involved.

A mixture of quantitative and qualitative data collection methods should be used to gather this evidence from ECO4 beneficiary household and non-household stakeholders. It is expected that the data collection methods outlined below will provide sufficient evidence to address the evaluation questions.

We are interested in using the process evaluation to assess whether there are changes in scheme implementation and/or experiences over time. As such, the process evaluation will run in both waves of the evaluation, with findings presented in both the interim and final report. The final report will be required to bring together the findings from each wave and draw out any key differences or changes in scheme implementation.

Theory-based impact evaluation

While the process evaluation will provide some insights into the outcomes of the scheme for household and non-household stakeholders, it will not examine the causal mechanisms which generate change. To build this more in-depth evidence, BEIS requires a theory-based impact evaluation to provide rigorous evidence of the contribution of ECO4 to its intended and unintended outcomes. This element of the evaluation will address the following high level evaluation questions:

- What contribution has ECO4 made to its intended outcomes and impacts? To what extent, how, and for whom has it had these impacts?
- What, if any, has been the impact of ECO4 on the energy efficiency industry?

BEIS recommends a theory-based impact evaluation because we believe it is the most appropriate approach for addressing the evaluation questions and exploring the differences in contributions and impacts of the scheme between contexts and circumstances. We suggest that *contribution analysis* is the most suitable and proportionate theory-based methodology, for reasons set out below. Bidders may suggest alternative theory-based approaches if they feel these are more suitable, if it is demonstrated in bids how the suggested methodology will address the evaluation questions within the project timeframe and budget.

BEIS does not foresee a substantial difference in the data collection methods required for the contribution analysis, compared with the process evaluation. However, the analytical approach will differ insofar as the former will build evidence of causal mechanisms, while the process evaluation will focus on implementation. Therefore, bids should take a holistic approach to data collection, building on the process evaluation data where necessary to fulfil the impact evaluation requirements.

Contribution analysis has been suggested because of its ability to infer the contribution of ECO4 to its intended and unintended outcomes and impacts, through the testing of contribution claims. The evaluation will explore the contribution of ECO4 within the wider policy and economic context. It will consider the role of ECO4 relative to other government energy efficiency schemes and within the context of unprecedented fuel price rises. Drawing on realist principles, it will also explore the differential impacts of ECO4 on different household and stakeholder groups.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

To establish impact through contribution analysis, a range of contribution claims which make statements about the expected impact of a policy will be established. The overall contribution claims will be based on an assessment of the Theory of Change in the first instance and will be used to examine the causal pathways and underlying assumptions. Within the evaluation, various data collection methods will be employed to develop an evidence base which will be used to allow these contribution claims to be assessed.

An in-depth inception phase will be required in which the supplier will hold workshops with BEIS colleagues to develop a detailed Theory of Change and from this establish the contribution claims which will be tested throughout the evaluation. BEIS has produced a draft Theory of Change (Annex A) which can be used as a starting point. A framework for the standard of evidence required to support each contribution claim i.e., what evidence we would expect to see and what evidence would support (or not) each claim, should also be established during the inception phase. Add sentence: Please note that the inception phase will run in parallel with the recruitment for the first wave of fieldwork. Bidders should demonstrate how they will ensure resource is dedicated to delivering required task during this critical period.

Outlined below are two example contribution claims that could be tested using contribution analysis. These are in relation to two expected outcomes: improving mental health and tackling fuel poverty. Presented alongside these are possible research questions that would test the statements, and suggested data collection methods to evidence these questions.

BEIS acknowledges that it may not be possible or appropriate to use contribution analysis to test each outcome and impact. We will work with contractors to define those outcomes where it is possible in the inception phase.

Example contribution claim	Research questions	Data collection method(s)
ECO4 has resulted in improved mental health for beneficiary households because of the improved thermal comfort resulting from the scheme.	<ul style="list-style-type: none"> • Is ECO4 targeting vulnerable households at risk of poor mental health? What kinds of mental health conditions are prevalent among eligible populations? • What role do households feel that thermal comfort plays in shaping their mental health? • What evidence is there that ECO4 has led to improvements in mental health? Is there stronger evidence for wellbeing benefits relative to physical health conditions? • How do the mental health benefits vary according to the types of measures which someone has installed? Is there evidence that particular 	<p>Surveys with households</p> <p>Interviews with households</p> <p>Longitudinal interviews with households</p> <p>Quasi-ethnographic research with households</p>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

	insulation measures have stronger impacts on mental health relative to others?	
	<ul style="list-style-type: none"> Is there any evidence that ECO4 installations has led to an improvement in physical conditions within the home such as damp and draughts? Is there a perceived mental health benefit from the removal/reduction of these issues? 	
ECO4 has reduced the number of households in or at risk of fuel poverty through successful eligibility targeting and suitable measure installation	<ul style="list-style-type: none"> How do eligible households perceive and experience fuel price rises? How does this shape their decision to receive ECO4 measures? Is the BEIS LILEE²⁸ definition of fuel poverty still appropriate within this context? Is ECO4 targeting the right households who are at highest risk of fuel poverty? What are the demographics of those who have been targeted? Is there evidence that beneficiary homes have been made warmer and more comfortable as a result of ECO4 installations? Has this translated to bills savings? If not, why and what does this mean for households at risk of fuel poverty? 	<p>Surveys with households and installers</p> <p>Interviews with households and installers</p> <p>Longitudinal interviews with households and installers</p> <p>Focus groups with Local Authorities and managing agents</p>

It may be appropriate when evaluating some contribution claims to draw on available monitoring data to produce objective outcome measures to complement the more subjective data obtained through research with participants. An example of this may be when exploring the impact of ECO4 on carbon emissions. In this scenario, it may be possible to estimate carbon savings using EPC data²⁹. A further example may be to investigate the impact of

²⁸ Fuel poverty in England is measured using the Low Income Low Energy Efficiency (LILEE) indicator. Under this indicator, a household is considered to be fuel poor if they are living in a property with a fuel poverty energy efficiency rating of band D or below and when they spend the required amount to heat their home, they are left with a residual income below the official poverty line.

²⁹ A potential methodology for estimating carbon savings can be found in an interim report for the domestic Private Rented Sector Minimum Energy Efficiency Standards evaluation;
<https://www.gov.uk/government/publications/domestic-private-rental-sector-minimum-energy-efficiency->

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

ECO measure installation on household energy consumption. This can be done either through linking data from the National Energy Efficiency Data Framework (NEED)³⁰ with Ofgem scheme data or by analysing data from smart meters, accessible via the smart metering communication system³¹.

The evaluation inception phase should be used to identify data sources required to assess contribution claims, including those which would benefit from using administrative data. BEIS will be able to provide access to certain datasets (e.g. Ofgem, NEED, TrustMark) which can be used for this analysis³².

BEIS recognise the important role of policy experts within evaluations. Bidders should assume the policy team will be accessible throughout the evaluation and will play an active role in any evaluation workshops. The BEIS evaluation team will act as the liaison between the supplier and policy team.

Impact evaluation analysis

Assuming a contribution analysis approach is taken, the framework agreed during the inception phase for determining what evidence would be required to assess each contribution claim, should be used to guide the analysis.

Evidence gathered through the various data collection methods outlined below should be analysed appropriately and synthesised into an evidence base. Impact analysis workshops with BEIS colleagues should then be held in which the evidence is presented and assessments made on the extent to which the evidence satisfies the framework requirements for each contribution claim. The extent to which different contribution claims can and cannot be supported, based on the assessment of evidence, will be used to conclude the impacts of ECO4 and produce contribution stories in both the interim and final reports. As such, two impact analysis workshops will be required throughout the course of evaluation.

Suggested methodology

Whilst a suggested methodology for the evaluation is described below, bidders can propose alternative methods if these are believed to meet the aims and approach of the evaluation in a more robust and cost-effective manner than those suggested. Bidders will not be penalised for proposing alternative methods however, scoring will consider whether mandatory requirements have been met. These requirements will be clearly signposted.

[standards-interim-evaluation-2020](#). EPC data for ECO4 households can be obtained via TrustMark lodgement data which BEIS can facilitate access to for the supplier.

³⁰ The National Energy Efficiency Database was set up to provide a better understanding of energy use and energy efficiency in domestic and non-domestic buildings in Great Britain. The data framework matches gas and electric consumption data, collected for BEIS sub-national energy consumption statistics, with information on energy efficiency measures installed in homes, from the Homes Energy Efficiency Database (HEED), Green Deal, the Energy Company Obligation (ECO) and the Feed-in-Tariff scheme. It also includes data about property attributes and household characteristics, obtained from a range of sources. More information about NEED can be found here <https://www.gov.uk/government/statistics/national-energy-efficiency-data-framework-need-report-summary-of-analysis-2021>

³¹ Smart Meters provide access to granular consumption data to consumers, suppliers and third parties (with customer consent). Half hourly electricity and gas consumption data (along with tariff information) can be retrieved via the Wide Area Network using the Data Communications Company (DCC). DCC users are able to access Smart Meters data; this access is governed by the Data Access Framework, which sets out requirements around consent authentication. Note that BEIS is not a DCC user and cannot provide access to smart meter data. This route will require partnering with a DCC user.

³² Possible monitoring data sources include Ofgem scheme data, TrustMark lodgement data, Domestic Energy Performance Certificates register and the National Energy Efficiency Database (NEED).

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Methodology overview

Methodology	Sample population	Suggested achieved sample size	
		Wave 1	Wave 2
Surveys	ECO4 beneficiary households	2,000	2,750 (total)
			2,000
Interviews	Installers ECO4 beneficiary households	250	750 (wave 1 follow up)
		40	250 (total)
Focus Groups	Installers Retrofit co-ordinators Managing agents Local Authorities		40
			40
		2 groups	2 groups
		2 groups	2 groups
Quasi-ethnographic data collection	Households	10	10

ECO4 beneficiary household surveys

The evaluation will need to deliver a two-wave quantitative survey with households who have had an energy measure installation under ECO4. The survey will gather household views on their experience of ECO4, ranging from awareness of the scheme before participation to their installation experience and perceived impacts of the measures post installation. As one of the policy objectives of ECO is to tackle fuel poverty, there will be a requirement for the survey to gather evidence on the impacts of ECO measures on energy bills. Given the continued impacts of rising wholesale gas and electricity prices, we anticipate challenges with disaggregating the impacts of ECO installations on bills, relative to these wider contextual issues. To manage this, we anticipate using survey questions asking for household perceptions of energy usage, thermal comfort, and bills impacts related to installations, rather than focusing on wider trends in energy bills, which will be skewed by rising prices. This has been a challenge during the latter stages of the ECO3 evaluation and we are open to suggestions for ways to handle this in the ECO4 evaluation, which can be defined during the inception phase.

The survey should include questions that will provide evidence to address both the process and impact evaluation elements of the project. The survey used in wave 1³³ of the current ECO3 evaluation can be used as an indication of the type of questions we would be looking to include, although it is anticipated that the ECO4 survey will include a greater number of questions, allowing for more in-depth exploration of causal mechanisms, which will support the impact evaluation.

³³ <https://www.gov.uk/government/publications/eco-evaluation-wave-1-interim-report-2020>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

The survey will need to include questions relating to sensitive subjects such as household income, entitlement to benefits, and health and wellbeing. All bids are required to set out how they will manage response rates, ethical considerations, and data quality in the survey as a whole but specifically in these areas.

Two waves of the household survey are suggested to allow for interim findings to inform a policy review point in mid-2024. Two waves of the survey will also allow for an evaluation of the ECO4 scheme over time and enable comparison between different points of scheme implementation. We suggest two waves rather than a continuous survey or more frequent waves to enable households to experience a winter season after having their measures installed before completing the survey.

We propose for the survey to take place after a winter season so that respondents are able to meaningfully answer questions on the impacts of the measures during the months where home warmth is most important. This approach carries a risk of recall bias due to the time period that will have passed for some households since their installations³⁴ which may result in some participants having difficulty remembering their reasons for participating in the scheme or their experiences of the installation process. Bidders may wish to provide suggestions on ways to mitigate for this.

Surveys will primarily be postal due to the sampling method (see below), but respondents should be given the option to complete the survey online if they choose to³⁵. The survey length is estimated to be around 15-20 A4 pages and it is suggested that a £10 incentive is offered to respondents. An achieved sample size of ~2,000 survey responses in each wave will be required³⁶. Bidders should explain how they will aim to ensure this sample size is achieved.

All bids are required to include cognitive testing of the questionnaire to determine the appropriate length and question wording. In order for comparisons to be made between waves, it is expected that the survey will not drastically change and so it is anticipated cognitive testing will only need to take place before wave 1.

Sampling

A statistically representative sample of households receiving a measure under different obligations included within ECO4 is required. The sample frame will need to consist of all households from the Ofgem register who have had a measure installed under ECO4³⁷. This information will be shared with the appointed contractors as and when needed, following signing of a data sharing agreement.

It is recommended that stratification sampling methods are used to obtain a statistically representative sample of ECO4 households while allowing for analysis of key subgroups. This may involve setting minimum quotas and/or having sampling boosts of populations of

³⁴ The current ECO3 evaluation takes this same approach to timing of the household survey. The sampling approach from wave 3 of this evaluation can be used as an example of why recall bias is something to consider; the sample is drawn from households who have had installations from December 2020 – November 2021, the survey is then completed in May 2022 so for some households 18 months will have passed in between their installation and research participation.

³⁵ Based on ECO2t and ECO3 fieldwork we anticipate ~15% of survey responses will be online

³⁶ Based on the ECO2t and ECO3 evaluation, we estimate that response rates will be around 25%, therefore the survey will need to be shared with ~8,000 households

³⁷ The Ofgem dataset contains information such as date of installation, ECO obligation category, tenure, property type, measures installed and personal details (including address). Data sharing agreements will be put in place to ensure GDPR compliance.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

interest to ensure base sizes which are large enough for robust analysis. Subgroups of interest are subject to change in line with policy priorities but currently stand as:

- Obligation category (standard eligibility, flexible eligibility, innovation)
- Region
- Measure installed (Solid Wall Insulation is of particular interest and is likely to require a boost)
- Urban/Rural
- Tenure
- Property type
- Ethnicity

Bidders are able to suggest alternative approaches to sampling, if considered more appropriate and achievable within the total project budget.

Longitudinal household survey

In addition to the two-wave cross-sectional surveys outlined above, the evaluation will be required to include a longitudinal survey of households. We suggest that participants from the wave 1 household survey who consent to being recontacted are sent a follow up survey during wave 2 to capture this evidence. This second survey should focus on household perceptions and experiences of the long-term impacts of the energy efficiency measures, for example on thermal comfort and bill savings. The aim of this is to capture enduring impacts of the scheme especially within the context of wider external factors, such as unstable energy prices.

Follow up surveys should be postal with the option to complete the survey online. Survey length is estimated to be around 10-15 A4 pages and it is suggested that a £10 incentive is offered to respondents. We expect an achieved sample size of ~750 survey responses³⁸. Bidders should explain how they will aim to ensure this sample size is achieved.

ECO4 installer surveys

The evaluation will also need to deliver a two-wave quantitative survey with installers who are involved in the delivery of ECO4. The survey will gather views on their experiences of delivering ECO4, including finding eligible households, preferences for energy efficiency measures and types of property, the installation process, interpretation and implementation of scheme requirements and any issues experienced.

Two waves of the installer survey are suggested to allow for interim findings to inform a policy review point in mid-2024. Two waves of the survey will also allow for an evaluation of the scheme over time and enable comparison between different points of scheme implementation.

We propose for the survey to take place towards the end of 2023 for wave 1 and towards the end of 2025 for wave 2. This allows for the household and installer surveys to run at different times which is beneficial because findings from the household survey may be useful when drafting questions for the installer survey. Undertaking the surveys at the end of the year also should help capture the bulk of recent installations as, while installation statistics do not

³⁸ Of the estimated ~2,000 achieved sample in wave 1, we expect ~75% to agree to be recontacted for a follow up survey (~1,500) of which 50% will complete the survey (~750). These estimates are based on recontact and response rates in a longitudinal study conducted by the BEIS smart meters team;

<https://www.gov.uk/government/publications/smart-meter-customer-experience-study-2016-18>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

suggest a reliable pattern of installation peak periods, they do indicate that a considerable amount of ECO4 installations will take place towards the end of the year³⁹.

Surveys will be online as the sampling method (see below) for this population will involve contacting installers via email. The survey length is estimated to be around 15-20 A4 pages and it is suggested that a £30 incentive is offered to encourage responses.

All bids are required to include cognitive testing of the questionnaire to determine the appropriate length and question wording. In order for comparisons to be made between waves, it is expected that the survey will not drastically change and so it is anticipated cognitive testing will only need to take place before wave 1.

Sampling

To ensure robust analysis and representativeness of survey findings, a minimum of 250 achieved survey responses is required in each wave.

The sample of ECO4 installers will be obtained primarily through opportunity sampling via TrustMark. TrustMark is a not-for-profit social enterprise established in conjunction with Government, industry bodies and consumer protection groups. All tradespeople carrying out energy improvements must be TrustMark registered therefore, all ECO4 installers⁴⁰ (estimated to be ~740 companies) will be registered. TrustMark will share a link to the survey with registered installers; this may be via email, within TrustMark's newsletters and/or as a pop-up on TrustMark's website⁴¹.

In addition to this, the BEIS policy team have good relationships with a number of installer trade associations. BEIS may be able to provide further opportunities to share a link to the survey via trade association newsletters and other fora, such as conferences.

While recent experience has taught us that installers are a difficult group to recruit for research, we nonetheless believe this sample size is achievable⁴². Bidders should set out how they will manage the challenge of recruiting this group and achieve the required achieved sample size.

Interviews with households

Qualitative depth interviews with households are required to be conducted as a follow up to the surveys.

The aim of these interviews is to explore a selection of survey topics in more depth to add qualitative evidence and context to the survey findings. The exact topics which will be explored will be decided during the topic guide drafting phase as they will be required to reflect policy priority areas and follow up on findings from the surveys. Example topics that could be explored include impacts of installations on particular health conditions, mental health and wellbeing, reasons for satisfaction/dissatisfaction with the scheme and perceived benefits of the measures on thermal comfort and bill savings.

³⁹ <https://www.gov.uk/government/collections/household-energy-efficiency-national-statistics>

⁴⁰ With the exception of those who only deliver district heating.

⁴¹ Installers will be required to opt-in to the research and data sharing before they complete the survey.

⁴² Whilst TrustMark have indicated that ~740 installer companies are registered, these companies vary in size and number of employees and potentially have 250 links to subcontractors, expanding the available population considerably. To achieve 250 survey responses, we expect that the survey will need to be shared with ~900 installers. This is based on a recent BEIS commissioned survey of installers achieving a 28% response rate.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Two waves of interviews should be conducted, with each one taking place after the completion of a quantitative survey. Each interview wave should aim to achieve a sample of ~40 ECO4 beneficiary households. The samples will be drawn from survey participants who have consented to being recontacted in their survey response. Purposive sampling will be conducted to target groups/areas of interest based on evaluation questions, survey responses and policy priorities. Interviews will be required to be conducted over the telephone and should last approximately 45 minutes. We suggest an incentive of £30 per interview.

To build an understanding of the effects of ECO4 on individual households over time, it is suggested that permissions are obtained from the 40 households who are interviewed during wave 1 to be recontacted for a second follow-up interview at wave 2. This will provide us with evidence of the longer-term impacts of the ECO scheme on outcomes such as thermal comfort and energy bills, within the context of expected continued instability in energy prices. These interviews will be in addition to the 40 new households interviews during wave 2. An additional incentive of £30 should be offered to participating households at follow-up.

A sampling breakdown example, with a 50% recontact success rate, is presented below:

Interview wave	Sample size	Sampling technique	Timing
1	40	Purposive sampling of households who participated in the wave 1 survey and agreed to be recontacted	After wave 1 household survey
2	60 (total)	Purposive sampling of households who participated in the wave 2 survey and agreed to be recontacted	After wave 2 household survey
	40 new households		
	20 previously interviewed households	All 40 previously interviewed households should be recontacted and asked to participate in a follow up interview ⁴³	

Interviews with installers

Qualitative depth interviews with installers are required to be conducted as a follow up the surveys.

The aim of these interviews is to explore a selection of survey topics in more depth to add qualitative evidence and context to the survey findings. The exact topics which will be explored will be decided during the topic guide drafting phase as they will be required to reflect policy priority areas and follow up on findings from the surveys. Example topics include experiences of working with other stakeholders involved in ECO delivery, supply chain experiences and issues, and reasons for energy efficiency measure/ household type preferences.

Two waves of interviews should be conducted, with each taking place after the completion of a survey. Each interview wave should aim to achieve a sample of ~40 ECO4 installers. The

⁴³ We have given a 50% recontact success rate as an example in the table

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

samples will be drawn from survey participants who have consented to being recontacted in their survey response. Purposive sampling will be used to target groups/areas of interest based on evaluation questions, survey responses and policy priorities. Interviews will take place over the telephone and should last approximately 45 minutes. We suggest an incentive of £50 per interview.

We are not suggesting longitudinal research with installers because we believe the two-wave cross sectional approach will produce sufficient evidence to establish whether there have been changes in scheme delivery and installer responses to the regulations over time. We also expect high attrition amongst this population which could make longitudinal research less feasible.

Interviews with retrofit co-ordinators

In addition to installers, the evaluation will be required to capture the views and experiences of retrofit co-ordinators⁴⁴. It is suggested that this is done through in-depth interviews.

The aim of these interviews is to understand the role of retrofit co-ordinators and capture their views on a range of topics relating to the delivery of ECO4. Whilst exact interview topics will be decided during the topic guide drafting phase, example topics that could be explored include the steps retrofit co-ordinators are involved in, relationships with other stakeholders (e.g. installer and households) and drivers/barriers to scheme delivery.

Two waves of interviews should be conducted to allow for experience to be captured at different time points throughout ECO4. We suggest that each of these waves take place after the installer survey to ensure that there is an opportunity to explore any relevant insights gained from this survey. Each interview wave should aim to achieve a sample of ~40 retrofit co-ordinators. The sample will be obtained via TrustMark. Around 500 retrofit co-ordinators⁴⁵ are registered with TrustMark. They are required to regularly submit declarations with each ECO project. TrustMark will be able to include an opportunity for retrofit co-ordinators to opt-in to research and data sharing associated with the evaluation on each declaration. TrustMark will also be able to include a pop up on their website with a link to opt-in. Purposive sampling should be used to draw a sample of diverse retrofit co-ordinators for the interviews.

Interviews will be required to be conducted over the telephone and should last approximately 45 minutes. We suggest an incentive of £50 per interview.

Focus groups

To expand the evidence base of non-household stakeholders, the evaluation will be required to capture the views and experiences of managing agents and Local Authorities involved in the delivery of ECO4. We suggest that focus groups are used to gather evidence from these stakeholders, for reasons set out below. We are not suggesting that installers are included in the focus groups as sufficient evidence will be collected from this group through the proposed surveys and interviews.

The overarching aim of gathering evidence from these stakeholder groups is to broaden the evidence base of experiences of delivering ECO4 and gain an insight into the role different stakeholders play and how this may impact on scheme delivery and success. Potential focus group discussion topics include preferences for type of household and/or measure

⁴⁴ Retrofit co-ordinators provide oversight of and are involved in the delivery of ECO4 projects

⁴⁵ The exact number may well be lower as some retrofit co-ordinators may be registered with more than one scheme

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

installations, how eligible households are identified and targeted, understanding of scheme requirements, experiences of delivering flexible eligibility, relationship with consumers and other non-household stakeholders and barriers to successful delivery. We are suggesting that focus groups may be suitable for gathering evidence from these particular groups as we expect opinions to vary depending on a range of factors (e.g. size, location of organisation) and focus groups provide an efficient means of capturing different perspectives and identifying areas of consensus and disagreement.

The focus groups could take place either online or face-to-face and should last no longer than 90 minutes each. BEIS suggests an incentive of £50 is offered to managing agents for participation, but it is not suggested that Local Authorities receive an incentive⁴⁶.

Sampling

The BEIS ECO policy team have existing stakeholder relationships with Local Authorities and managing agents. The evaluation will be able to utilise these relationships to generate a pool of stakeholders who have volunteered to opt-in to research participation.

Purposive sampling should be used when drawing samples for all stakeholder groups to ensure a range of regions and differently sized organisations. This will avoid direct competitors participating in the same focus groups and therefore reduce the risk of participants being deterred from speaking freely.

A suggested split of the groups and where the sample will come from is below:

Stakeholder group	Wave 1	Wave 2	Where sample will come from
Managing agents	2 x focus groups	2 x focus groups	Voluntary sample from existing BEIS contacts
Local Authorities	2 x focus groups	2 x focus groups	Voluntary sample from existing BEIS contacts

Quasi-ethnographic research

The final strand of data collection will use quasi-ethnographic methods to create case studies and journey maps for different types of households receiving ECO4 measures to understand in more detail their experiences of the scheme

Quasi-ethnographic research will offer a unique insight into the consumer experience of ECO4 by providing rich information on household experiences of the ECO scheme and its impact on their physical environment. The proposed quasi-ethnographic methodology presented below enables this rich evidence to be collected both during and after the installation of energy efficiency measures. By capturing experiences in real time during the installation process itself, the quasi-ethnographic research will eliminate recall bias and provide different data to what is collected via the household survey and interview (as that only involves post installation research).

BEIS suggests that households who have partially completed installations⁴⁷ are asked to provide a video diary documenting their journey and experiences of ECO4 during their final

⁴⁶ We anticipate that Local Authorities will participate in this evaluation fieldwork without an incentive however, we are aware that businesses (managing agents and retrofit co-ordinators) will be more difficult to recruit. As such we believe offering a £50 incentive to these stakeholders will promote participation.

⁴⁷ For example households who are receiving multiple measures but have only had one measure installed. We are unable to identify and gain contact details for households who have not had any measures installed.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

installation and in the immediate few months following this. TrustMark has contact details of households with partially complete installations, however consent to participate in the research will need to be collected. Households will receive an installation completion certificate via email after each measure is installed. To obtain consent, TrustMark have agreed to include a sign up/opt-in link within this email. Purposive sampling methods should be used to draw a sample from those households who have opted in to ensure that a range of household types and ECO4 measures are represented in the sample. Due to these households being part way through installations, they will not have taken part in the surveys or interviews.

We suggest ~20 households should be involved in this research, with 10 households sampled during wave 1 (2023-2024) and 10 households during wave 2 (2025-2026). BEIS suggests an incentive of £100 should be offered to households for their full participation.

We are interested in using this element of the evaluation to gather evidence on use of heating prior to the final installation, experiences of installation whilst the work is being carried out and initial reflections on the scheme/measures in the first few weeks/months following installation. We suggest that participants are regularly given broad prompts/questions to respond to in their video diaries to ensure consistency and focus.

We will accept bids that present a face-to-face quasi-ethnographic approach if this is deemed to be more suitable. In this situation, bids should fully explain their proposed quasi-ethnographic approach including data collection methods, fieldwork timings and outputs. Bidders should also set out how they will ensure the health and safety of participants and interviewers in relation to Covid-19.

Should a video diary approach be taken, we propose that a video output, compiling extracts from video diaries, is produced as the main deliverable of this fieldwork. Thematic analysis should be used to summarise key themes/messages from the fieldwork to feed into written reports. Additional steps for signing off a video output, such as obtaining participant permission, will be required and should be taken into consideration in bids.

Data collection and analysis considerations

Bidders should set out full details of their preferred methods of analysis for any data and insights collected, as well as any analysis of ECO monitoring datasets⁴⁸ if relevant. Bidders should explain how these will be used to answer the evaluation questions. Bids are also required to specify the methods that will be used for managing, collating and synthesising evidence across the evaluation data collection methods set out above.

For both qualitative and quantitative data collection and analysis, it is expected (where relevant) that the proposed methodologies will be sufficiently detailed to give a clear understanding of how data collection and analysis will be approached, including an outline of any techniques that bidders expect to use (including statistical significance testing). At a minimum, where relevant, the following areas should be considered:

- Sampling robustness - including sample sizes, sampling strategies and the achievement of adequate responses. In addition, for quantitative data collection, confidence intervals and weighting approaches should be outlined.

⁴⁸ Ofgem scheme data, TrustMark lodgement data, Domestic Energy Performance Certificates register and the National Energy Efficiency Database.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- Sample recruitment – bidders are expected to propose sampling designs and how they plan to obtain contact details and obtain and maintain engagement with participants.
- Development of data collection instruments and fieldwork materials (e.g. interview/topic guides) – bidders are expected to explain how data collection instructions and fieldwork materials will be developed and, where relevant, piloted. As part of this, BEIS expects to have the opportunity to review and approve any instruments and fieldwork resources.
- Data capture – for qualitative data collection, BEIS expects all interviews will be recorded where consent is granted. In addition, a sample of anonymised interview transcripts will be required for BEIS quality assurance purposes. BEIS would also expect there to be an opportunity during data collection to review and revise the topic guides if required, on the basis of initial interviews.
- Data processing and cleaning – for quantitative data collection, including handling missing values, non-response and managing outliers.
- Analysis of qualitative data – including how themes will be identified and developed, whether analysis will be undertaken within and/or across cases, and how the analysis will be managed across organisations and individuals, if applicable.
- Quantitative data analytical approach and outputs – including use of descriptive or multivariate analysis, and how an appropriate approach to the analysis will be identified and developed.
- Quality assurance undertaken within the data collection and analysis process should be explained and any quantitative data analysis is expected to be in line with HMG's Aqua book.

In explaining their approaches to analysis, bidders should illustrate how these will ensure a credible and impartial outcome and set out any potential limitations or sources of bias. Bidders will need to demonstrate that they will meet BEIS standards for quality assurance, which are outlined below.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Proposed timelines

The table below shows proposed timelines. This is only a guideline. We expect bids to include a detailed suggested project timeline mapping out sampling, data collection, analysis and reporting, with indicative timeframes and lengths for each research activity. These should include risk mitigations and buffer time where appropriate to ensure delivery of each research output is on time.

Year	2022		2023				2024				2025				2026		
Quarter	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3
Contract awarded																	
Inception phase																	
Household survey																	
Household interviews																	
Installer survey																	
Installer interviews																	
RC interviews																	
Focus groups																	
Quasi-ethnographic																	
Evidence synthesis																	
Reporting																	

Please note that we expect there to be a critical period soon after the project is awarded when the successful bidder will need to scope the evaluation and recruit for the survey in parallel. We expect bids to ensure that sufficient resource and personnel are allocated during this critical period. For the second wave of household surveys and interviews, we have planned for fieldwork to start one quarter earlier so we can interview households over the full winter period.

Notes: Quarters refer to financial years. Evidence synthesis includes primary (and secondary if relevant) data analysis and impact analysis workshops. Dotted line indicates the end of the wave 1. Reporting – Q1 2023 represents an inception report; Q4 2024 represents interim findings report and Q3 2026 represents the final report. Executive summaries are not included.

Final timelines will be agreed during the project inception phase, and we expect this will inform an invoice schedule, with research milestones acting as payment points. A review point will be built into the contract between waves 1 and wave 2 to allow BEIS to manage the

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

contract and the spend which extends into a new spending review period (from April 2025). BEIS reserves the right to revise or terminate the contract at this point for any reason.

Additional Research

We also suggest leaving 5% of the total budget unallocated to cover any ad-hoc research activities in light of policy questions that arise over the duration of the evaluation. This will allow the evaluation to be agile and responsive to emerging priorities.

Details of such research could, for example, include research with additional non-household stakeholders such as energy suppliers or Ofgem. These will be given with as much notice as possible, and dates for completion will be agreed between BEIS and the successful bidder. It is expected that the successful bidder will be as flexible as possible with regards to these additional research activities and should be able to mobilise a team to begin work within 2 weeks. BEIS will endeavour to be reasonable in its requests.

4. Deliverables

The deliverables listed below will be required, irrespective of the final methodology chosen. Additional deliverables may be suggested provided that the required deliverables listed below will also be delivered. Details within each of the deliverables should align with the specifics of the methodology proposed in your bid.

To deliver the aims of the evaluation and ensure that the evidence has the maximum impact, it is necessary that evidence and deliverables are made available to BEIS on an ongoing basis.

Inception report

Once the contract has been set up, an inception phase will be required in which the details of the project should be agreed upon. An inception report will be delivered as the output of this phase.

A review of the proposed evaluation questions should take place to ensure that they remain appropriate for the final agreed upon evaluation approach and methodology and will meet the aims of the project. The final set of evaluation questions will be agreed with BEIS and set out in the inception report.

Due to this evaluation involving a theory-based approach, the inception phase will also involve an in-depth review and re-development of BEIS' draft ECO4 Theory of Change. The supplier will host workshops with BEIS colleagues to support this. An updated Theory of Change will be included in the inception report as this will act as the basis of the theory-based evaluation approach.

Also included in the inception report should be:

Contribution analysis framework

If a contribution analysis approach is adopted, then the inception phase will involve workshops with BEIS colleagues to develop causal hypotheses and contribution claims which will be tested throughout the evaluation. A framework will need to be produced that outlines the agreed upon contribution claims and the standard of evidence required to support (or disprove) these claims. This framework will act as the basis to guide the analysis for the impact evaluation. Workshops with BEIS colleagues should be held to inform this framework.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Evaluation Plan

The inception report should also include a detailed evaluation plan with the agreed methodology, timescales and deliverables that will be provided by the supplier. The evaluation plan should set out in detail how the sampling will be delivered for each of the agreed data collection methods of the project. The report will be required before fieldwork can begin.

Invoicing schedule

BEIS will require the supplier to provide an invoicing schedule, outlining a breakdown of the invoice amounts and expected dates. This will first need to be provided as part of the inception report, but it will be expected that the supplier will keep this updated throughout the evaluation should there be any changes.

GANTT chart

To complement the timings and deliverables agreed in the inception report, a GANTT chart should be provided. It is expected that the supplier will keep this updated throughout the evaluation should there be any changes.

Risk log

Any risks associated with the evaluation should be discussed during the inception phase and compiled into the risk log that is delivered alongside the inception report. The risk log should include severity ratings and planned mitigations. This should be a working document throughout the evaluation with both the supplier and BEIS providing input. However, it is expected that the supplier will ultimately hold responsibility for the log and update it as and when needed.

The inception report and associated outputs will not be published.

Evaluation materials**Fieldwork materials**

The below will be required to be delivered and signed off by BEIS ahead of fieldwork commencing:

- ECO4 beneficiary household questionnaire
- Installer questionnaire
- ECO4 beneficiary household interview topic guide(s)
- Installer interview topic guide(s)
- Managing agent focus group structure and prompts guide
- Local Authority focus group structure and prompts guide
- Retrofit co-ordinator focus group structure and prompts guide
- ECO4 beneficiary household quasi-ethnographic structure and prompts guide

The above materials should be developed for the first wave of research and then adapted for the second wave as appropriate. Materials should be appropriately tailored to the respondent group and may involve routing. It should be expected that each deliverable will go through at least one round of comments from BEIS and redrafting before sign off.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Cognitive testing results

Outputs from the cognitive testing of survey design and questions should be provided to support BEIS decision making.

Fieldwork summaries

BEIS will require regular short summary outputs at natural break points. These break points will be agreed with the supplier during the inception phase however, bids should outline a proposed schedule for these. These outputs will allow for fieldwork findings to be regularly shared within BEIS to inform ongoing policy discussions. Outputs may be either MS PowerPoint slide packs or short MS Word documents and should contain high level findings from recently concluded fieldwork. For summaries produced during the second wave of fieldwork, these outputs will be required to make comparisons to findings from the earlier wave(s). These outputs will be for internal use only and will not be published.

An example list of reports is below:

- Summary of household fieldwork (survey and interviews) and focus groups – October 2023 and October 2025
- Summary of installer fieldwork (survey and interviews), retrofit co-ordinator interviews and quasi-ethnographic research – March 2024 and March 2026

Evaluation reports and outputs

Alongside these fieldwork summaries, BEIS will require two fuller reports: one summarising interim findings in mid-2024 and a second final report in mid-2026. Both reports will need to include technical annexes detailing methodology and sampling. Reports should be produced in MS Word, delivered to a publishable standard⁴⁹ and meet UK Government accessibility requirements⁵⁰. It should be assumed that report drafting will go through 4 versions, with 3 rounds of comments from BEIS.

More detail on each report is presented below.

Interim findings report

An interim findings report will be required in mid-2024. This will present findings from wave 1 fieldwork and will be used to inform a policy review point in which thinking and early decisions will be made regarding future phases of the ECO scheme.

The interim report should present findings from wave 1 of the evaluation fieldwork and provide evidence that will address the evaluation questions and both the process and impact evaluation aspects of the project. While final conclusions regarding the contribution statements set out at the beginning of the evaluation cannot be made at this point, the report should summarise the available evidence in relation to each statement to date. It is anticipated that the report will separate out findings related to the process evaluation from those on impacts. The report should contain a high-level summary for policymakers.

A full technical report including details of sampling approach, sample profiles, fieldwork protocols and materials, response rates, analysis and weighting will be required in an annex to the interim report.

This interim report and technical annex will be published.

⁴⁹ <https://www.gov.uk/government/publications/government-social-research-publication-protocols>

⁵⁰ <https://www.gov.uk/guidance/publishing-accessible-documents>

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Final report

The final report will be delivered in mid-2026. It will present findings from both waves of the evaluation. A comprehensive picture of the longitudinal findings from installer and household interviews will also be required.

The report should provide evidence that will address all the evaluation questions and both the process and impact evaluation aspects of the project. Evidence and conclusions should be presented as to whether the contribution statements set out at the beginning of the evaluation have proven to be true. It is anticipated that the report will separate out findings related to process and impact elements of the evaluation. A high-level summary for policymakers will also be required.

A full technical report including details of sampling approach, sample profiles, fieldwork protocols and materials, response rates, analysis and weighting will be required in an annex to the interim report.

This final report and technical annex will be published.

PowerPoint presentations

The interim and final reports will both be accompanied by a PowerPoint presentation. The slide pack should present a summary of the findings from the report which should be presented to BEIS colleagues either face-to-face or virtually via Microsoft Teams.

Presentations should be a minimum of 1 hour and include a Q&A/discussion section.

Presentations will not be published.

Quasi-ethnographic research videos

If bidders decide to propose a video diary approach to the quasi-ethnographic research requirement, a video compilation will be required as an output for this. It will be expected that a minimum of two compilations will be produced in tandem with the interim and final evaluation reports. Videos should compile key findings from the quasi-ethnographic data collection and ordered logically. For example, outputs may compile video extracts from the same participant into one video to present a case study/user journey. This may then be repeated with different participants to show different user journeys. Another option may be to compile extracts from different participants thematically into one video (e.g., experiences of the installation process). Multiple short or longer videos would both be feasible options.

BEIS is open to suggestions on the most appropriate way of delivering this output. Bidders should present a detailed outline of their suggested approach.

Video outputs may be used for both internal BEIS and external use, such as being shown at installer trade association conferences. Bidders should outline the steps that will be taken to ensure GDPR compliance and appropriate ethical standards.

Analytical outputs

For both the interim and final report, the following specific outputs are also required:

- Full set of weighted and unweighted tables, with cross breaks and derived variables agreed in advance. Cross breaks are likely to include the key variables used for

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

sampling and stratification of the data, as well as key demographics and type of measure installed. Individual wave tables will be required as well as tables combining data from both waves into one overarching dataset. Tables should be provided to BEIS in Excel format.

- Excel data file cleaned and clearly labelled, including weights and agreed derived variables, including a data dictionary and a dataset suitable for possible publication in the UK data archive.

Project management and quality assurance

The successful contractor will be expected to identify one named point of contact through whom all enquires can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Where a consortium or sub-contractors are in place, BEIS expects that they are included in relevant meetings, workshops and review points to ensure their full engagement in the project. All contractors and sub-contractors are responsible for the delivery of timely, quality outputs. It is expected that the lead contractor takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

Regular project management updates and phone calls

The frequency of project updates is likely to vary throughout the course of the project in line with the nature of the activities at the time. It should be expected that at a minimum fortnightly Microsoft Teams calls will be required between the supplier and BEIS project manager. The supplier will be required to provide regular written updates on project progress and outstanding actions for both the supplier and BEIS. The regularity of these updates should be decided during the inception phase of the project.

Quality assurance

All bids should state the quality assurance (QA) processes that will be applied to different activities and outputs. Where necessary, deliverables that will provide evidence of QA should be specified. Sign-off for quality assurance must be done by someone of sufficient seniority within the contractor organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration.

BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the contractor's QA plan. QA should cover all aspects of the project undertaken by the contractors, including data collection, analysis and reporting.

To demonstrate an effective process to produce high quality reporting, the contractor/s must ensure that QA is done by individuals who were not directly involved in that particular piece of research or analysis.

Bidders should note that BEIS may appoint its own peer reviewer(s) to QA publishable outputs. Consideration should be given to how the external peer reviewer(s) will be included in the QA process.

Where complex or innovative methods are proposed, bidders should specify how additional QA will be provided. Where necessary, this should include the use of external experts. A BEIS appointed peer reviewer will not be expected to provide detailed QA, their role will be focused on higher level peer review.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

Outputs will be subject to BEIS internal approvals, the more substantive the output the longer the approval time required. Published reports will require three rounds of comments, which should be factored into the timelines.

The successful bidder will be responsible for any work supplied by sub-contractors. For primary research, contractors should be willing to facilitate BEIS research staff to attend interviews or listen in to telephone surveys as part of the QA process.

Data security

The successful bidder must comply with the General Data Protection Regulation 2016 (GDPR) and any information collected, processed, and transferred on behalf of the Department, and in particular personal information, must be held and transferred securely. Bidders must provide assurances of compliance with GDPR and set out in their bids details of the practices and systems they have in place for handling data securely, including transmission between the field and head office and then to the Department. The successful contractor will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of the Department is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors' bids include:

- procedures for storing both physical and system data
- data back-up procedures
- procedures for the destruction of physical and system data
- how data is protected
- data encryption software used
- use of laptops and electronic removable media
- details of person/s responsible for data security
- policies for unauthorised staff access or misuse of confidential/personal data
- policies for staff awareness and training of Data Protection Act)
- physical security of premises
- how research respondents will be made aware of all potential uses of their data



Core Terms - DPS

DPS Schedule 6 (Order Form and Order Schedules)
Crown Copyright 2021

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1. The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3. CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4. If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
 - (b) create new Order Schedules;
 - (c) exclude optional template Order Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5. Each Order Contract:
 - (a) is a separate Contract from the DPS Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the DPS Contract.
- 2.6. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.
- 2.7. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8. The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 2.9. CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 2.11. An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.
- 2.12. A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1. All deliverables

- 3.1.1. The Supplier must provide Deliverables:
 - (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
 - (b) to a professional standard;
 - (c) using reasonable skill and care; (d) using Good Industry Practice;
 - (d) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - (e) on the dates agreed; and
 - (f) that comply with Law.
- 3.1.2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2. Goods clauses

- 3.2.1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 3.2.5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3. Services clauses

- 3.3.1. Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 3.3.7. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2. CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).
- 4.3. All Charges and the Management Levy:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5. A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).
- 4.6. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 4.10. If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1. If Supplier Non-Performance arises from an Authority Cause:
 - (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2. Clause 5.1 only applies if the Supplier:
 - (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3. The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4. During an Audit, the Supplier must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 6.5. Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7. The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1. The Supplier Staff involved in the performance of each Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2. Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1. The Supplier warrants and represents that:
 - (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.
- 8.2. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3. The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4. All claims indemnified under this Contract must use Clause 26.
- 8.5. The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3. 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.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 9.4. 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 9 or otherwise agreed in writing.
- 9.5. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1. Contract Period

- 10.1.1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2. Ending the contract without a reason

- 10.2.1. CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2. Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3. Rectification plan process

- 10.3.1. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 10.3.2. When the Relevant Authority receives a requested Rectification Plan it can either:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

- 10.3.3. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- (a) must give reasonable grounds for its decision; and
 - (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
- 10.3.4. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4. When CCS or the buyer can end a contract

- 10.4.1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- (a) there is a Supplier Insolvency Event;
 - (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
 - (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
 - (d) there is any material Default of the Contract;
 - (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
 - (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
 - (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
 - (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
 - (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
 - (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
- 10.4.2. CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3. If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5. When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6. What happens if the contract ends

- 10.6.1. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:
- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
 - (b) Accumulated rights of the Parties are not affected.
 - (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
 - (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
 - (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprourement (including to a Replacement Supplier).
- 10.6.2. In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3. In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4. In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 10.6.5. The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7. Partially ending and suspending the contract

- 10.7.1. Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.
- 10.7.2. Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.
- 10.7.3. Where the Buyer has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5. The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8. When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1. Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 11.2. Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.
- 11.3. No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Levy or Default Management Levy.
- 11.5. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8. When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9. If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2. To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 12.3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7. The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8. The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1. Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's
- (f) Confidential Information;
- (g) on a confidential basis, to its auditors;
- (h) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (i) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3. In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4. In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.
- 15.5. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6. Transparency Information is not Confidential Information.
- 15.7. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2. Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:
- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

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

20. Circumstances beyond your control

- 20.1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1. The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 23.5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2. The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3. If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.
- 24.6. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- 24.7. Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2. Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3. Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2. At the Indemnifier's cost the Beneficiary must both:
 - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

- 27.1. The Supplier must not during any Contract Period:
- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
 - (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 27.2. The Supplier must during the Contract Period:
- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
 - (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 27.3. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
- 27.4. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 27.5. In any notice the Supplier gives under Clause 27.3 it must specify the:
- (a) Prohibited Act;
 - (b) identity of the Party who it thinks has committed the Prohibited Act; and
 - (c) action it has decided to take.

28. Equality, diversity and human rights

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 28.1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
- 28.2. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

- 29.1. The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 29.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

- 30.1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 30.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1. The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 31.3. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4. The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6. The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2021

- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

DPS Schedule 6 (Order Form and Order Schedules)
Crown Copyright 2021

Order Schedule 4 (Order Tender)