

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: **PS22165 - Seeking 'whole house'
decarbonisation solutions for Hard-to-Treat homes**

THE BUYER: **The Department for Business, Energy and
Industrial Strategy (BEIS)**

BUYER ADDRESS **1 Victoria Street, London, SW1H**

THE SUPPLIER: **DG Cities**

SUPPLIER ADDRESS: **Bank Chambers, 1 Central Avenue,
Sittingbourne, Kent, England, ME10 4AE**

REGISTRATION NUMBER: **09765525**

DUNS NUMBER: **221105131**

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated Wednesday, 2nd November 2022. It's issued under the DPS Contract with the reference number DPS Contract for the provision of PS22165 - Seeking 'whole house' decarbonisation solutions for Hard-to-Treat homes – RAF007/2223.

DPS FILTER CATEGORY(IES):

Under Research Methods:

- Under Data Collection (general)
 - o **Qualitative**
- Under Data Collection (qualitative specific)
 - o **Case Studies**
 - o **Depth Interviews**
- Under Evaluation and Evidence Synthesis:
 - o **Literature review / Narrative review / Narrative Literature review**

DPS Schedule 6 (Order Form Template 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 CCS Research & Insights DPS
3. DPS Special Terms.
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126 CCS Research & Insights DPS
 - 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 RM6126 CCS Research & Insights DPS
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126 CCS Research & Insights DPS
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

The following Special Terms are incorporated into this Order Contract: None

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2021

ORDER START DATE: Wednesday, 2nd November 2022

ORDER EXPIRY DATE: Friday 26th May 2023

ORDER INITIAL PERIOD: 6 months

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.

CONTRACT VALUE

The total value of this call-off contract shall not exceed £158,875.00 excluding VAT, in line with the Supplier's proposal and Pricing Details, Order Schedule 5 (Pricing Details)

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

All invoices should be sent to finance@services.uksbs.co.uk or Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET. A

BUYER'S INVOICE ADDRESS:

Email address finance@services.uksbs.co.uk
C/O UK SBS
Queensway House, West Precinct
Billingham, TS23 2NF

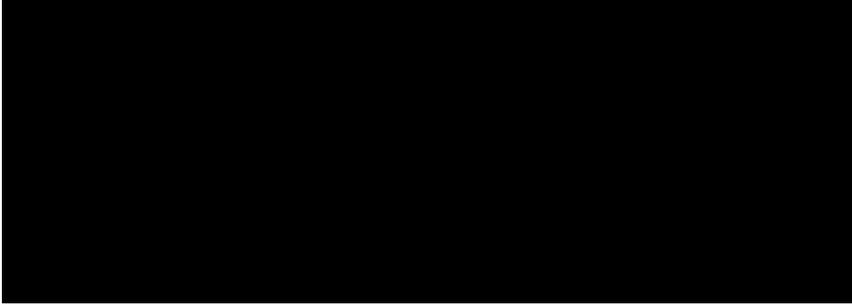
BUYER'S ENVIRONMENTAL POLICY

Not applicable

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

BUYER'S SECURITY POLICY

Not applicable

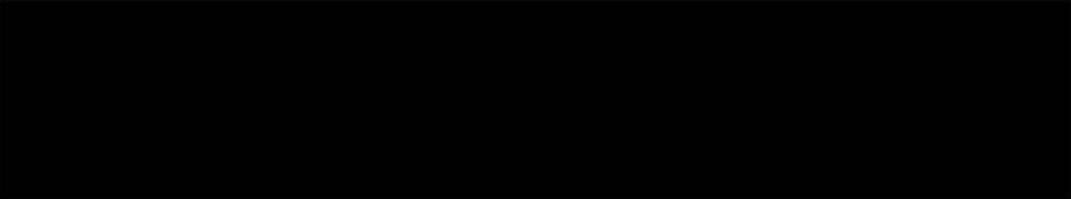


PROGRESS REPORT FREQUENCY

Interim report (approximately halfway through contract) and Final report expected at end.

PROGRESS MEETING FREQUENCY

Weekly project management meetings



KEY SUBCONTRACTOR(S)

N/A

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

The information shared by BEIS as part of this project may contain commercial and other OFFICIAL SENSITIVE information that is not available in the public domain. It may only be processed for the purpose to support the delivery of the Contract "Seeking 'whole house' decarbonisation solutions for Hard-to-Treat homes" between September 2022 and March 2023. The information received or produced as part of this Contract may contain commercial or sensitive outputs that will need to be reviewed and approved by BEIS prior to any publication.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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

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).



Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2021

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2021

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance			
Order Contract Charges			
Key Subcontractors			
Technical			
Performance management			

Order Schedule 2 (Staff Transfer)

Order Ref:
Crown Copyright 2021

Order Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department’s Employment Law Group]

1. Definitions

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

<p>“Acquired Rights Directive”</p>	<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>
---	---

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

	2
"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>
	b) unfair, wrongful or constructive dismissal compensation;
	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;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
	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);

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

"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 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;

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

"Staffing Information"	<p>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:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p>
	<p>(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;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>
	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p>
	<p>(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</p>

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

	(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 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.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 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:

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant 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 which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Buyer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

(b) any custom or practice in respect of any Transferring Buyer Employees which the Buyer is contractually bound to honour;

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- 2.1.4 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 Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee 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 Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of the Buyer 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 Buyer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer 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 Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and
 - 2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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

2.7 The indemnity in Paragraph 2.6:

2.7.1 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 any 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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Buyer nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Buyer Employees; and/or

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- (b) any custom or practice in respect of any Transferring Buyer Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;
- 3.1.6 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 Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee, 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 Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 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 Author Buyer ity Employees in respect of the period from (and including) the Relevant Transfer Date;

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant 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 which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.
- 4. Information the Supplier must provide**
- 4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 5. Cabinet Office requirements**
- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 5.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - 5.2.2 Old Fair Deal; and/or
 - 5.2.3 The New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:
- 6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - 6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

PART B: STAFF TRANSFER AT THE START DATE

TRANSFER FROM A FORMER SUPPLIER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant 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 which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 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 Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee 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 Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier 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 Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier 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 Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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

2.7 The indemnity in Paragraph 2.6:

2.7.1 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 any Subcontractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2.8 If Subcontractor any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former 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 after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 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 Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, 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 Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 3.1.7 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 Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant 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 under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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.

7. Pensions

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- provided that the Supplier takes, or shall procure that the 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

Order Schedule 2 (Staff Transfer)

Order Ref:

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.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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).
- 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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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 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.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 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 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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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 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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- (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:
- 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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 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 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:

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 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 Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

- 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 the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2021

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)

Order Ref:

Crown Copyright 2021

Order Schedule 3 (Continuous Improvement)**1. Buyer's Rights**

- 1.1 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.

2. Supplier's Obligations

- 2.1 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.
- 2.2 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.
- 2.3 In addition to Paragraph 2.1, 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:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 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);
 - 2.3.3 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
 - 2.3.4 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.
- 2.4 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.

Order Schedule 3 (Continuous Improvement)

Order Ref:

Crown Copyright 2021

- 2.5 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 Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 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.
- 2.7 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.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 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.
- 2.9 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 2.3.
- 2.10 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.
- 2.11 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.
- 2.12 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 4 (Order Tender)

Order Ref:

Crown Copyright 2021

Order Schedule 4 (Order Tender)

[If the Supplier's bid has additional detail that you would like included in the contract, insert the Supplier's bid here.]

[Insert Order Tender Here]

Proj1.1: Approach/methodology

This research is to be undertaken to develop knowledge and evidence of approaches to upgrading underperforming and technically difficult to treat housing. There is little clarity of how to define, measure and identify hard-to-treat (HTT) homes in the UK with regards to both energy efficiency and low-carbon heating. We have assembled a consortium of highly experienced project partners with unique interdisciplinary research expertise (detailed in 1.2) to deliver the following objectives, which we have developed from those outlined in the call for proposals: **O1:** Identify the technical (including physical, material and technological), regulatory and social challenges to improving the energy performance and decarbonising HTT homes, taking account of spatial variability across the UK. **O2:** Document and review the evidence on existing approaches to retrofitting HTT homes – including reviewing international policies, considering the costs to implement retrofit upgrades and implications for future retrofit schemes. **O3:** Develop a framework/definition, which identifies a spectrum of technical, physical and material attributes that make a home HTT from a whole house retrofit perspective. **O4:** Identify potential data and/or sources of information that could be used to identify HTT homes for both energy efficiency and low carbon heating. **O5:** Review, compare and propose best-practice methods and approaches for identifying HTT homes.

The rationale for our proposed mixed methods methodology builds on our experience in investigating and publishing research on Hard to Treat/Hard to Decarbonise (HtD) homes^{1,2} (both UK and international contexts) and developing a definition of these homes for the CCC's Net Zero Report 2019.³ This identified key knowledge challenges (detailed in 1.3 Project Environment) such as the dearth of peer-reviewed published HTT research, a limited understanding of the interplay between HTT attributes and how they vary across UK regions and the vital but largely unexplored occupant-related attributes of HTT homes. Our work also indicated that a wealth of knowledge on this topic is embedded within industry and practice-based research and case studies, thus great value in integrating them exists. We will employ quantitative and qualitative methods across the project work packages (**WPs**) to effectively address these challenges by:

- Applying a flexible and iterative approach to knowledge generation to allow for the incorporation of emergent evidence from various WPs as the project develops
- Utilising co-production as a model of knowledge mobilisation to enable more meaningful integration of stakeholder input and increase the impact of research outcomes
- Employing mechanisms across WPs to enable integration of activities, as well as a data analysis approach based on the triangulation of evidence from the different work strands.

WP1 - Project Management	Weeks 1 – 30
---------------------------------	---------------------

Aim: In this work package we will develop and agree the project plan and risk register, map key stakeholders, and deliver the ethical approval process. We will establish the project management procedure and meeting regularity for the project and lead meetings.

WP2- Methodological development and research protocol	Weeks 2 - 5
--	--------------------

Aim: This work package focuses on reviewing and agreeing the overall project objectives with BEIS and producing the detailed design of the proposed project methodology.

Overview: We will utilise the set-up process to consider the initial research questions in consultation with BEIS, refine the literature review approach as well as designing the associated data survey instrument and interview scripts and case study templates. The research protocol will outline all relevant research questions, agreed amendments and additions, and will act as a working document to capture methodological, project

1 Foster S, Tahir F, Orchard K, Walker I, Schwartz Y, Raslan R. Analysis on abating direct emissions from 'hard-to-decarbonise' homes. Committee on Climate Change; 2019.

2 Raslan R, Ambrose A. Solving the difficult problem of hard to decarbonize homes. Nat Energy 2022.

3 CCC. Net Zero-The UK's contribution to stopping global warming. Committee on Climate Change; 2019.

management and risk management approaches. As the project progresses the research protocol will form the basis of a regular check-in review on a monthly basis to consider delivery against objectives and overall research questions. We will host question development workshops with BEIS and we will also undertake extensive quality assurance.

WP2 Deliverables: Final project plan, methodology document and D1: Interview topic guide.

WP3: Literature review	Weeks 3 - 12
-------------------------------	---------------------

Aim: To review existing literature to provide an understanding of state-of-the-art knowledge of HTT homes, identify remaining evidence gaps and inform the development of the definition of the ‘Hard-to-Treat’ housing stock.

Overview: A rapid evidence review (RER) incorporating novel data gathering approaches and stakeholder feedback will be used (Fig 1), guided by STARR/UK government RER principles.⁴ Through our previous work we have collated over 300 evidence sources related to HTT/HtD homes (covering UK and international contexts and topics from implementation to policy) which we will build on. RER implements the principles of systematic review in a focused way. In considering project timescales, it will support swift and timely generation of information and allow us to incorporate stakeholder consultation as a form of co-production and integrate new insights from **WP4** interviews and case studies.

Stage A- Evidence Compilation: *identifying and creating a database of relevant literature*

Search strategy: Using our initial HTT attribute framework (Table 1), a shared Mindmap will be created to identify key search terms in a co-production exercise with BEIS and wider stakeholders. These will be used to search databases such as Web of Science and Scopus, as well as wider E3P/JCR and government datasets. A data survey⁵ will be used to scope state-of-the-art industry literature that may not be publicly available (also acting as a recruitment path for **WP4**). This will be distributed via our networks (e.g., BERN, CIBSE FHG, NHF), in addition to further contacts identified via web-scraping tools such as Data Toolbar.

Screening: A set of inclusion/exclusion criteria will be used to screen sources firstly based on title/headline, then filter the resulting subset based on abstracts (or equivalent). Criteria includes

- Language: Publications in English
- Date: Evidence from after 1995
- Scope: Primarily domestic buildings
- Outcome: Retrofit focus

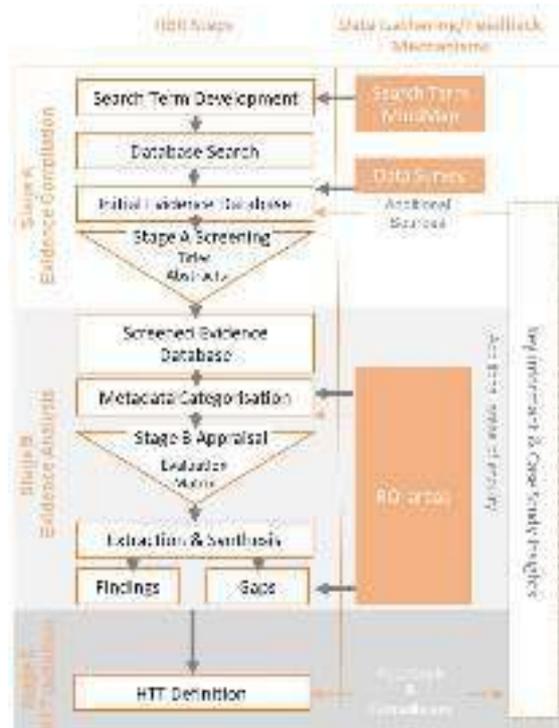


Figure 1: Project RER

Stage B- Evidence Analysis: *appraising and synthesizing evidence*

Categorisation and Appraisal: Metadata ‘tags’ will be used to categorise/map selected evidence against project RQs (e.g., attributes, policy, regulations, barriers, unintended consequences). The sources will then be assessed and ranked using a further set of criteria

4 NERC, DEFRA. The Production of Quick Scoping Reviews and Rapid Evidence Assessments 2015.

5 Raslan, R., Schwartz, Y., & Symonds, P. Analysis work to refine fabric energy efficiency assumptions for use in developing the Sixth Carbon Budget. Committee on Climate Change, 2020.

covering quality, robustness, data availability and inclusion of HTT typologies. This will be logged in an evaluation matrix for transparency.

Extraction and Synthesis: Relevant data will be extracted using a piloted form and checked by a second reviewer. This data will be synthesized using the metadata tags to generate findings to answer the RQs. More relevant/robust evidence will be given greater weight to ensure robustness and minimise interpretation bias

Evidence Gap: This will identify current knowledge gaps and define key areas where further research and analysis would be required.

Stage C- Development of a Definition of HTT homes: *informing an HTT definition*

The findings of the RER will be brought together with those from other project tasks to develop a more comprehensive working definition of HTT homes. This will be tested and agreed with key informants and wider stakeholders in **WP6**.

Table 1: Initial HTT attributes¹

Attribute Category	Example related search terms	
Physical: building form & fabric	Building Fabric Solid/non-standard cavity walls Roof type (e.g., flat roof) Heritage/ conservation Listing & conservation areas	Building Form High rise Limited internal space Non-standard construction BISF/Wimpey No-fines Pre-fab & in-situ
Locational: building siting & access	Proximity Off-gas grid District heating networks	Exposure & accessibility Coastal; challenging terrains; Narrow unadopted roads
Occupant: socio-economic characteristics & habits/routines	Tenure & Fuel Poverty Social-rented, Owner occupied, Private-rented, multi-tenancy, split incentives, Hard-to-Reach energy users	

Objectives addressed: 1,2,3,4 **WP3 Deliverables:** D2: Literature review/evidence database and RER report (interim)

WP4: Fieldwork- Key informant interviews and case studies	Weeks 10 - 24
--	----------------------

Aim: This work package focuses implementing a qualitative interview programme and development of HTT case studies to gain real-world experience and insights on experiences, challenges, and barriers of retrofitting HTT homes. We will interview 50 stakeholders.

Overview of Key Informant Interviews: Key informants are individuals who as a result of their knowledge, experience and specialist skills have access to valuable information that provides insights about the function that is being interrogated.⁶ Their views are particularly valuable in researching this evidence-poor context as it reflects many years of real-world experience and unpublished observations not available in existing literature. These interviews also provide an additional route to identifying case studies. We will include a range of key informants such as heritage professionals, fuel poverty experts, local/city authorities and designers of novel retrofit solutions balancing local and national expertise.

Sampling: Based on our previous experience, a non-random purposive strategy, referred to judgement or expert sampling, should be used to determine the key informant group relevant to the aims of this project.⁷ This involves the use of the project team's knowledge in determining and applying selection criteria to ensure the suitability of participants. We will construct a sample that includes representatives from the key organisations (Table 2) and will also identify possible participants through the literature review, and in particular through respondents to the data survey in **WP3**.

6 Hicks N, Millar RJ, Girling LM, Yamashita T, Cummins PA. Conducting Virtual Qualitative Interviews with International Key Informants: Insights from a Research Project. *The Qualitative Report* 2021; 26:2857–71

7 Raslan, R., Schwartz, Y., Palmer, J., & Terry, N. Understanding Best Practice in Deploying External Solid - Wall Insulation in the UK. London: BEIS - Department for Business, Energy and Industrial Strategy. 2017

Approach: Building on the literature review we will: (1) design a semi-structured interview script that aligns to the RQs outlined in the specification. We will review this with BEIS and develop through initial testing through the first 5 interviews. (2) We will conduct 50 telephone and web-based interviews lasting 45 minutes each, and will record digitally using an online video-conferencing service (e.g., Google Meet). The interviewer will also take notes during the discussion. (3) Data from the recording will be transcribed using an online transcription service (e.g., Otter.ai) and checked and validated by the team. (4) We will undertake thematic analysis of the transcribed data. This is a method for identifying, analysing, organizing, describing, and reporting themes. We will deploy a deductive coding technique, drawing on concepts highlighted in the **WP3** literature review, and an inductive coding method for emergent themes feeding them back into **WP3**.

Table 2: Target key informants (initial scoping additional to those in CfP, to be expanded with BEIS)

Organisation	Rationale	Channel/approach
BEIS	Policy research-Sustainable Warmth / fuel poverty study	Via BEIS
National Energy Action (NEA)	Third-sector – conducted research	UCL/ LinkedIn
Centre for Sustainable Energy (CSE)	Third-sector – conducted research	UCL/LinkedIn
Energy Saving Trust	Third-sector – conducted research	UCL/LinkedIn
Age UK	Third-sector – conducted research	UCL/LinkedIn
Fuel Poverty Research Network	Expertise in occupant related attributes of HTT homes	Via FPRN network
English Heritage, Scottish Heritage, etc	Expertise in listed and conservation area retrofit	Direct contact & Assoc. of Conservation Officers
Local Authorities (LPAs) such as Westminster, BathNES	Extensive expertise in developing related retrofit policy due to high proportion of HTT homes	Direct contact & the Assoc. of Local Energy Officers
CIBSE Future Homes Group	Design and implementation of research and practice in retrofit	Via UCL
Green Deal Communities organisations	Implementation of large scale retrofit programmes encompassing HTT homes	Via BEIS/UCL

Our approach to thematic analysis uses a mix of inductive and deductive processing, which has been shown to enable deeper understanding for innovative research topics by integrating multiple perspectives, highlighting similarities and differences and generating unanticipated insights.^{8,9} Limitations of the approach include the fact that its flexibility can lead to inconsistency and a lack of coherence in theme development. These will be mitigated through the design and deployment of the methodology, following guidelines by Nowell et al. to establish trustworthiness during each phase of thematic analysis. Outcomes of the thematic analysis will be fed back to **WP3** and used in the **WP5** framework development.

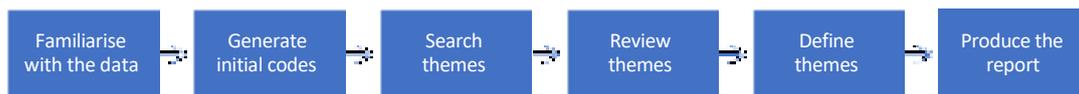


Figure 2: Phased approach to thematic analysis.¹⁰

8 Braun, V., & Clarke, V. Using thematic analysis in psychology. *Qual Research in Psychology*, 3, 77–101. 2006

9 King, N. Using templates in the thematic analysis of text. In C. Cassell & G. Symon (Eds.), *Essential guide to qualitative methods in organizational research* (pp. 257–270). London, UK: Sage. 2004

10 Nowell LS, Norris JM, White DE, Moules NJ. Thematic Analysis: Striving to Meet the Trustworthiness Criteria. *International Journal of Qualitative Methods*. December 2017.

Overview of Case Studies: Case study research is an investigation and analysis of a single or collective case, intended to capture the complexity of the object of study.¹¹ We will develop at least 10 case studies to illuminate specific examples which enable deeper understanding of approaches, challenges and opportunities related to retrofitting HTT homes. The case studies we develop and analyse will illuminate specific aspects of the **WP5** framework – and as such will be defined and developed in tandem with its development.

Sampling: Case studies will be sourced/recruited from the following (1) interviews with key stakeholder informants including third sector charities; and, (2) **WP3** published/grey literature of relevant examples. A ‘coverage test’ based on key selection criteria that align to project objectives and reflecting diversity in HTT homes along the lines of characteristics highlighted as of interest to BEIS and stakeholders will be developed as the basis for applying a maximum variation purposeful sampling approach. This will ensure that we capture a diverse selection of HTT homes and retrofit journeys across the UK, reflecting climate zones/regions, social and tenure diversity of HtD occupants and studies from both government and non-government funded schemes. This heterogeneity will allow for the analysis to highlight key issues that cut across the range of cases.

Approach: A case study template will be developed to allow a consistent approach to capturing information relevant to analysis. In addition to gathering information on HTT attributes characterising each case study, we expect this template to focus on the following areas/themes: (1) Novel HTT retrofit design and implementation strategies, journeys and unintended consequences, (2) Challenges and barriers to retrofitting HTT homes (3) Economic data, costings and finance models (4) Performance aspirations and targets (including any in-situ data/measurements) (5) Occupant experiences and engagement.

Objectives addressed: 2,3 and 5. **WP4 Deliverables:** Draft Interview and Case Study Report (interim)

WP5: Development of HTT identification framework	Weeks 16 - 26
---	----------------------

Aim: This will bring together findings from **WP3** and **WP4** and relevant datasets to define an expanded list of HTT attributes from a whole house retrofit perspective and develop an HTT identification framework.

Overview: Our approach will be based on our existing HtD identification methodology¹ (Fig 3) which ranked and applied selected attributes to filter 15M EPC records (for 12M homes) and identify variants within it. This approach broadly divided the stock into categories according to several features and constraints such as suitability for district heating, connection to gas grid, space constraints, heritage status.

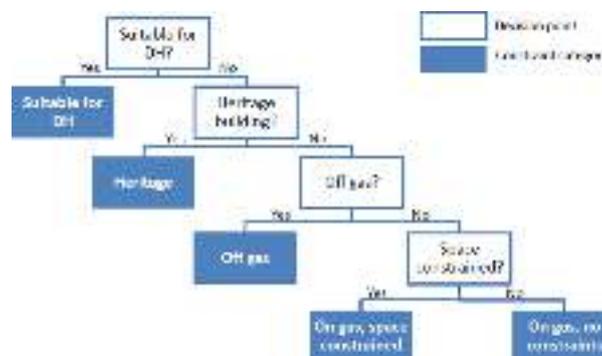


Figure 3: HtD categorisation methodology¹

Integrating emergent insights from **WPs 3-4**, we will identify, map and document key datasets that will support substantial improvements, creating a framework that is more comprehensive and representative by:

¹¹ Stake, R. E The art of case study research. Thousand Oaks, CA: Sage. 1995

- Developing an expanded list of physical, technical and occupant attributes based on feedback derived from key informant interviews and case studies
- Extending our analysis to highlight additional attributes that may render a home to be HTT/HtD under future projected climate and socio-economic conditions
- Broadening coverage to address key regional data limitations integrating Northern Irish Housing Stock/Condition Surveys¹² and EPC data for devolved administrations.¹³
- Exploring how a wider range of datasets such as EHS exposure categorisation and Historic Environments Scotland spatial data may be used to address gaps regarding exposure and accessibility, high-rise, bespoke construction and heritage status.
- Assessing novel approaches to improve data quality of EPC databases.¹⁴

Illustrative examples of datasets that may be assessed and considered include (1) EPC databases (2) English Housing Survey (GoR) (3) Living in Wales Survey (GoR) (4) Scottish House Condition Survey (GoR) (5) Buildings Energy Efficiency Research Programme (6) Historic England (GIS layers) (7) Gov dataset: LSOA estimates of the distances of non-gas homes (LSOA level) (8) Gov dataset: household tenure (LSOA) (9) Household Energy Efficiency Database (HEED) (11) Fuel poverty sub-regional tables (LSOA level).

Objectives addressed: 3 and 4 **WP5 Deliverables:** Framework data sources.

WP6: Analysis, Reporting and Dissemination	Weeks 21 - 30
---	----------------------

Aim: This work package brings together the different strands of work to develop and deliver key reports, presentations, engagement content and dissemination activity.

Overview: We will work with BEIS to review project interim findings using them as the basis of a data analysis and synthesis workshop, where stakeholders will help (1) co-produce our overall data analysis approach and test the HTT definition developed in **WP3** (2) share insights to help us determine **WP5** framework usage pathways for stakeholders to maximise its accessibility and impact (3) help design a knowledge exchange plan for wider utilisation of the insights beyond the end of the project. This WP also delivers the interim and final reports as well as the dissemination material and strategy. These will include dissemination presentations for by BEIS adapted to internal and external stakeholders and audiences as required and a plan for wider webinars. Together DG Cities and UCL have extensive experience writing scientific and policy reports, blogs, and press articles for a wide range of audiences including policy makers, industry, and the general public. Examples involving the project team which may guide this work include:

- D-Risk Community Insights Report for Innovate UK and the CCAV.
- Establishing Correction Factors for Domestic Energy Savings Analysis, for SEAI
- Analysis on Abating Direct Emissions from 'Hard-to-Decarbonise' Homes, for the CCC
- Understanding Best Practice in Deploying External Solid Wall Insulation. for BEIS
- Retrofit Best Practice Guides, for the IFS
- 'What to do about Hard to Decarbonise Homes', NHF Climate Change and Sustainability in Housing Conference, May 2022
- 'Solving the wicked problem of Hard to Decarbonise/Hard to Reach CaCHE, Feb 2022
- 'Hard to Decarbonise & Hard to Reach - IEA Users TCP, Sept 2021

Subcontractor Clockworkmoggy will design materials and deliver engagement via social media to support dissemination activity and reach key BEIS and industry stakeholders. QA of the interim and final report will be undertaken by UCL Associate Professor QA during **WP6. WP6 Deliverables:** D3: Interim report; D4: Final report; D5: PowerPoint slides; D6: Final presentation of results.

¹² DoC. Housing statistics | Department for Communities. Northern Ireland Department of Communities; 2020.

¹³ SEPR. Domestic Energy Performance Certificates - 2020 Dataset. Scottish Government; 2020.

¹⁴ Ahern C, Norton B. Energy Performance Certification: Misassessment due to assuming default heat losses. Energy and Buildings.

Proj1.2: Staff to deliver

DG Cities (lead partner): DG Cities is a multidisciplinary research organisation which will oversee all WPs will subcontract UCL to support and lead key methodological development, research delivery and analysis tasks and activities. DG Cities extensive experience includes:

(1) BEIS Heat Pump Ready Phase 1: delivering stakeholder interviews, supply chain mapping, community engagement, reporting and dissemination for the Greenwich Thermal Infrastructure Motivating Electrification (Greenwich TIME) project. **(2) BEIS Smart EV ChargePoint Survey:** delivered a national survey of electric-vehicle ChargePoint usage, expert interviews and workshops, and dissemination activity.

Ed Houghton MEng (Hons), Head of Research & Service Design

Role: Research Lead (RL); leading WP2: Interview, case study and survey development; WP4: Fieldwork; WP6: interim and final report drafting & presentation of results; and advising WP5: Data analysis and framework design. **Skills:** Project leadership, stakeholder management, methodology strategy and design, analysis, reporting, dissemination.

Experience: Ed is a mixed methods researcher with over a decade of experience designing and delivering large scale research programmes. Ed's experience includes: *BEIS Electric Vehicle Smart-charging survey* for which Ed oversaw the delivery of a national survey of EV owners, and a programme of stakeholder interviews, and *UK Working Lives* the UK's first nationally representative study of job quality for the CIPD. Ed oversaw, literature review, survey design and validation, sample design, ethics and data assurance and reporting.

Isobel Madle, MSc (Hons), BSc, Behavioural Scientist **Role:** Researcher; delivering WP2: Interview, case study and survey development; WP4: Fieldwork; WP6: interim and final report drafting & presentation of results; and supporting WP5: Data analysis and framework design. **Skills:** Qualitative method design delivery, analysis, reporting, communications.

Experience: Isobel is a qualitative researcher and behavioural scientist with experience designing, delivering and analysing outputs for multinational clients and government departments. For the bank William Blair, Isobel developed a literature review, qualitative interviews and the delivery of a quantitative survey and insights report.

Balazs Csucar MEng, Head of Delivery **Role:** Delivery Lead (DL); WP1: Project management (Contracting, Governance/ reporting). **Skills:** Project governance, project management, budget control, risk management.

Experience: Balazs leads the delivery of DG Cities projects and provides oversight on project governance, budgets and resourcing for partners and clients. Balazs relevant experience includes delivering the *Smart Mobility Living Lab* for which Balazs project managed the design, development and fit of the £13.4m future mobility test-bed in Greenwich with the Transport Research Laboratory and Innovate UK on time and to budget.

Leanne Kelly MSc, BSc, Economist. **Role:** Support for WP2: Methodological development. WP4: Interview support during Fieldwork; WP5: Framework development and WP6: Analysis and reporting. **Experience:** Leanne is an economist with a decade of experience including at Atkins focusing on decarbonisation modelling for local authority clients.

Clockworkmoggy: DG Cities will sub-contract (1) design and (2) digital dissemination to key stakeholders, to Clockworkmoggy a bespoke communications agency. DG Cities has partnered successfully in this way for several Innovate UK projects.

University College London Institute for Environmental Design and Engineering: The UCL team is based in one of the strongest centres of building energy research in the UK. Their research includes strategic projects in the area of retrofitting the built environment both nationally and internationally, including: **(1) Economic Policy Analysis of Energy Efficiency (SEAI):** analysis of Irish Housing stock datasets to support the formulation of technical policy options for retrofit. **(2) Analysis work to refine fabric energy efficiency assumptions for use in developing the sixth carbon budget (CCC):** combining large dataset and case study analysis. **(3) Analysis on abating direct emissions from Hard-to-Decarbonise homes (CCC):** Data-driven study on the distribution and characteristics of

HTT/HtD homes. **(4) Energiesprong Transferability Assessment (GLA):** Understanding the applicability of the approach to the UK context **(5) Understanding best practice in deploying external solid-wall insulation (BEIS):** Analysing Green Deal Communities case-studies and key informant interviews. **(6) Building Supply Chain for Mass Refurbishment of Houses (ETI):** Development of whole house strategies project to accelerate retrofit at scale. **(7) FLASH: Facilitation, learning and sharing. (IfS):** Understanding retrofit strategies adopted through case study hindsight reviews.

UCL has extensive expertise in understanding key parameters characterising HTT and HtD stock including physical, technological, behavioural and socio-economic factors, and experience working with BEIS and sound understanding of their development approach, working methods and reporting requirements enabling us to deliver a successful outcome.

Rokia Raslan BSc (Hons), MSc, PhD Assoc. Professor in Building Performance Simulation **Role:** Knowledge Lead (KL); WP3: Literature review; WP5: Framework Development; WP6: interim and final report drafting and advising WP2: Methodology development.

Skills: Deep technical domain knowledge, literature review experience, analysis, reporting, policy and recommendations design, dissemination, stakeholder management.

Experience: Rokia's research focuses on data-driven formulation and assessment of decarbonisation strategies, with an emphasis on supporting retrofit policy analysis for the built environment in particular for HTT/HtD homes, where she has directed numerous projects. She has proven track record in implementing interdisciplinary methods to enable the effective engagement of relevant stakeholder networks. Raslan is author of over 100 publications which have featured at COP26 and have had wide ranging policy impact.

Chris Maidment BEng, MSc, PhD. UCL Research Associate in systematic reviews.

Role: Knowledge Support; delivering of WP3 and WP6: interim and final report.

Skills: Expertise in systematic review and meta-analysis, domain/technical knowledge

Experience: Chris's research focuses on impacts of household energy efficiency measures and the use of research in policy and how evidence from different fields is assessed, synthesised and developed into guidance (UCL's Evidence for Policy & Practice Information Centre). As part of the EnergyREV knowledge synthesis team, he has conducted rapid realist reviews to identify and address knowledge gaps and direct future research

Cheng Cui BSc (Hons), MSc. UCL Postgraduate Research Assistant **Role:** Knowledge Support; supporting delivering of WP5: Data analysis and framework development and WP6: interim and final report drafting. **Skills:** Large dataset analysis, domain/technical knowledge, literature review, and reporting, **Experience:** Cheng's research focuses on mitigation and adaptation in the built environment, by means of robustness evaluation of future building performance and policy assessment of domestic retrofit. He has worked for SEAI analysing retrofit energy conservation via housing stock databases.

Dejan Mumovic MEng, MSc, PhD CEng. Professor of Building Performance Analysis. **Role:** Provides QA during WP6 (UCL QA Professor). **Experience:** Dejan is a building scientist with a background in heating, ventilation and air conditioning, monitoring and modelling.

Maintaining delivery through the project lifecycle: our approach to resourcing and project management enables efficiencies across the duration of the programme and ensures risks are mitigated and managed. We will ensure project management and technical expertise are sufficiently resourced, planning is aligning skills effectively, and we are utilising available resources and ensuring high-quality delivery on time. The Research Lead will be responsible for account management with BEIS and will ensure objectives are understood and that deliverables meet the needs of BEIS. The Research Lead will manage the relationship with UCL, via regular communication with the Knowledge Lead. Both will manage delivery of their work packages against the Research Protocol. The Delivery Lead will monitor timesheets and resource commitment, and will maintain the Project Plan, Risk Register and Stakeholder Map for update at meetings with BEIS. All partners will maintain regular contact via preferred methods identified by BEIS. In the event of significant risks to the project, the Research Lead will escalate to BEIS to develop and agree a solution.

Proj1.3: Understanding the project environment

Interpretation of the project and what is required: This research project seeks to produce a definition of HTT homes, differentiating between the different attributes and types of dwellings that may be considered HTT for both energy efficiency measures and low-carbon heating, to support the development of policies that will effectively enable retrofitting and decarbonisation of these homes. In implementing this project, BEIS requires clarity and consideration of how to define, measure and identify HTT homes in the UK, for both energy efficiency measures and low-carbon heating and use findings as the starting point for a strategy for upgrading homes that risk being left behind in the transition to net zero.

Research context: Decarbonisation of the residential sector: One of the most significant challenges to achieving the Net Zero 2050 greenhouse gas emissions target is the near-full decarbonisation of heat in buildings, which accounts for 468 MtCO₂e or 37% of UK annual greenhouse gas emissions.^{15,16} Understanding HTT homes is vital to tackling two pressing national priorities; addressing the shortfall in progress towards the 2050 Net Zero Target and mobilising the decarbonisation effort in the built environment as part of the green/resilient economic recovery plan.¹⁷

Existing definitions of HTT/HtD homes: For their 2019 Net Zero report, the Committee on Climate Change (CCC) considered homes as being HTT/ Hard to Decarbonise (HtD) if were either HTT and/or did not have cost-effective options for low carbon heating.¹⁸ This definition represented the first attempt at holistically defining these homes and at its core recognised that the availability (or lack) of low carbon heating options can be as important as energy efficiency retrofit in determining the cost, complexity or barriers associated with their decarbonisation. HTT/HtD homes encompass a wide array of residential properties that include, but are not limited to multi-occupancy/high rise blocks, Hard-to-Treat homes (HTT) with uninsulated solid and non-standard cavity walls, homes with space constraints; homes that are off-grid or in rural, exposed, remote or inaccessible locations, those with heritage status or in conservation areas and homes with fuel poor occupants or Hard-to-Reach (HTR) energy users or owners. For example, standard air source heat pumps cannot be installed in homes with external space constraints. And high-rise residential blocks are notoriously difficult to insulate due to high costs and, more recently, fire safety concerns.¹⁹ They have even been referred to as a 'wicked problem' that is resistant to resolution because of incomplete, contradictory, or changing requirements.²⁰ HTT/HtD homes are not a challenge that is unique to one country, context or region. For example, in the UK UCL's initial analysis suggests that the HTT/HtD stock is highly heterogenous and geographically dispersed and represents an estimated 20% of the residential stock¹¹. Across Europe although data has not been systematically collated and analysed, but our initial analysis suggests that these homes may be even more prevalent. High-rise residential, off-grid rural and heritage homes, collectively make-up ~25% of all homes in the EU.^{21,22} Even in China, which has a high construction and replacement rate and a relatively newer stock, older, uninsulated high-rise residential blocks still represent about 35% of the Chinese residential stock.²³

Addressing HTT homes: Reducing carbon emissions within HTT/HtD homes will involve costs that are higher, barriers that are more difficult to overcome, or solutions that are more

15 BEIS. Clean Growth - Transforming Heating. Department for Business, Energy & Industrial Strategy; 2018.

16 CCC. Net Zero - Technical Report. Committee on Climate Change; 2019.

17 CCC. Reducing UK emissions: 2020 Progress Report to Parliament. Committee on Climate Change; 2020.

18 Foster S, Tahir F, Orchard K, Walker I, Schwartz Y, Raslan R. Analysis on abating direct emissions from 'hard-to-decarbonise' homes. Committee on Climate Change; 2019.

19 Hu L, Milke JA, Merci B. Special Issue on Fire Safety of High-Rise Buildings. Fire Technol 2017;53:1–3.

20 Sundling R, Szentes H. Why are we not renovating more? An elaboration of the wicked problem of renovating apartment buildings. Civil Engineering and Environmental Systems 2021;38:197–221.

21 FREE. Rural Energy Matters. Future of Rural Energy in Europe; 2016.

22 Cocen O, Baniotopoulos C. Heritage Buildings' Sustainability Assessment Framework, 2013.

23 Xin D, Daniell JE, Tsang H-H, Wenzel F. Residential building stock modelling for mainland China targeted for seismic risk assessment. Natural Hazards and Earth System Sciences 2021;21:3031–56.

complex to implement. From a policy perspective, the UK Fifth Carbon Budget identified HTT/HtD homes as an area where options to reduce emissions were more challenging²⁴ and recent work lead by UCL for CCC 'Net Zero 2019' report, recognised them as one of the core areas of the 'Further Ambition' option needed to go beyond an 80% reduction target.⁹ From an occupant-related perspective, many who live in these properties are in fuel poverty (including 'Hard-to-Reach' energy users- who are typically either physically, underserved, or hard to engage or motivate). Research suggests that in the future these occupants are more likely to be at risk of both fuel poverty and climate vulnerability.²⁵

Challenges in understanding HTT/HtD homes: Despite the increased policy interest described above, relatively little is known about HTT/HtD homes, rendering them a significant area of uncertainty. The limited attempts to study segments of UK housing where it has been more challenging to improve energy efficiency have thus far mostly focused on HTT homes with uninsulated solid and non-standard cavity walls where 'staple' cost-effective fabric measures are difficult to install.²⁶ As such several knowledge gaps have been identified in our previous work in this area and have highlighted that HTT/HtD homes present the problem of 'scarce data' which requires a different mindset to achieve strong analytic study designs. Gaps include: **(1) We have relatively little knowledge about many of the physical and locational attributes that render a home to be HTT/HtD.** Existing knowledge largely stems from case study research that investigates a single HTT home typology. Therefore, sources of such data at national and regional levels, e.g., the English Housing Stock Dataset and the TABULA/episcopes project have limited representativeness and scope with regards to the potential HTT attributes they cover.^{27,28} **(2) The socio-economic and behavioural characteristics as well as the preferences, habits and routines of HTT/HtD households are also poorly understood.** While these are a main determinant of the types/impacts of decarbonisation solutions that can be applied in these homes, they have yet to be fully understood. Current knowledge is based on a few studies that again focus on households living in the aforementioned HTT typologies or heritage homes and thus have not considered wider attributes.^{29,30,31} **(3) HTT/HtD homes are not adequately represented in existing building stock models or datasets.** These are essential analysis to understanding the built environment, explore trajectories and assess the impacts of installing retrofit measures and deploying decarbonisation solutions. Policy measures guided by these tools carry a high risk of under-performance.

Ensuring successful delivery: Our proposed research approach builds on extensive and field-building experience in investigating and publishing research on Hard to Treat/Hard to Decarbonise (HtD) homes. It has enabled us to both build the unique expertise and contextual knowledge (see 1.2) needed to implement rigorous research and recognise the associated constraints, risks and limitations, formulating a methodology (see 1.1) and risk mitigation strategy (see 1.4) that are responsive to the complex and fluid project context. Operationally, the team reflects the interdisciplinary skills needed and the has demonstrable experience of working collaboratively alongside a multitude of partners on such projects, both of which will be a key factor underpinning successful delivery.

24 CCC. Sectoral scenarios for the Fifth Carbon-Budget Technical report. Committee on Climate Change; 2015.

25 Raslan R, Ambrose A. The Potential of Hard to Decarbonise Homes as a Pathway to Energy Equity. Making Decarbonisation Fair-Third Engager-Cost Conference, 2021.

26 BRE, EST, A study of Hard-to-Treat Homes using the English House Condition Survey. 2008

27 BRE. English Housing Survey Energy efficiency of English housing. Building Research Establishment; 2012.

28 IWU. EPISCOPE and TABULA 2016.

29 CSE. Analysis of hard-to-treat housing in England. Centre for Sustainable Energy; 2011.

30 Grey C, Jiang S, Poortinga W. Arbed recipient's views and experiences of living in hard to heat, hard to treat houses in Wales. Welsh School of Architecture, Cardiff University; 2015.

31 Zanfi F, Merlini C, Giavarini V, Manfredini F. A portrait of Italian 'Family houses': diversified heritage in a redefined territorial and demographic context. City Territ Archit 2020;7:20.

Proj1.4: Project Plan and Timescale

Risk register: The Delivery Lead will establish and maintain a risk register (Figure 4). We will: (1) conduct a risk analysis to identify, document and prioritise risks (2) evaluate the consequences, impact and probability of each risk (3) develop preventative strategies and action plans (4) develop and agree a contingency plan (5) establish risk thresholds and (6) monitor and report monthly to BEIS. DG Cities has significant experience as project leads working on projects within complex and fluid project environments. DG Cities manages the risks associated with complexity through regular and transparent communication, agile project management delivery through virtual project management tools, high quality record-keeping for process and outcomes evaluation to support improvement, and a collaborative and purposeful partnership for quality assurance (QA) and deep technical expertise.

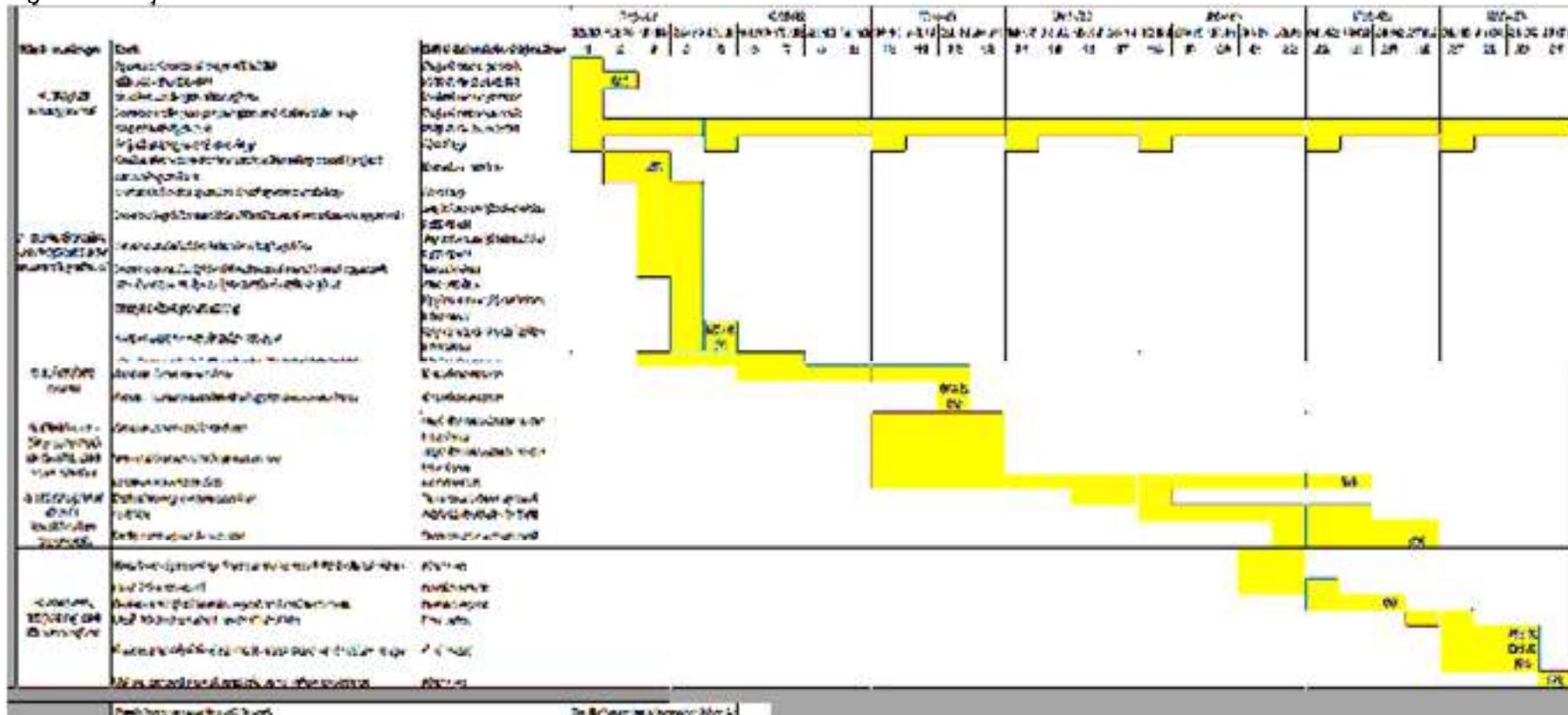
Figure 4: Risk register – initial outline to be updated with BEIS input during project initiation.

Quality Assurance (QA) procedure: A QA plan will be applied to all of the research tasks, and actions logged. Some initial aspects in place include: (1) Robustness of methods: A rigorous methodology assessment has already been undertaken to develop this proposal. This will be reviewed to maintain robustness. In addition, high level technical/social expertise has been resourced in the project team to advise on implementation & analysis. (2) Codes of practice: The project will comply with both the UK government's guidance and with the UCL Code of Practice for Research. All analysis will be quality assured & documented. The Research Lead will be responsible for any work performed & hereby provides assurance. (3) Data quality: To ensure that information collected is kept secure from accidental or deliberate loss, destruction or disclosure, UCL has put in place appropriate information security policies & processes (4) QA during **WP6** will be provided by a Professor Dejan Mumovic. To ensure independence, their role on the project will be confined to QA & they will not be directly involved in research or analysis. **Research Ethics, GDPR and data protection:** The project will be subject to the UCL Ethics approval and will be reviewed by the UCL Research Ethics Committee (UCL REC). The application will be first reviewed by the departmental Ethics Lead to approve the application prior to submitting to the UCL REC. The UCL ethics process requires that activities comply with UK data protection legislation as set out in the Data Protection Act 2018 (DPA) and the General Data Protection Regulation (GDPR). The UCL Data Protection Officer will advise as to the need for Data Protection Impact Assessment (DPIA). The project will adhere to research ethics principles, including: (1) voluntary participation including a Data Protection disclaimer during recruitment (2) defined inclusion criteria to ensure that sampling is non-discriminatory except when certain criteria need to be met for research validity (e.g. categorisation of home as HTT) (3) accessibility for participation of all groups as much as practicable (4) informed consent via information sheets to participants and written informed consent prior to participation (5) right to withdraw at any point without penalty or consequences for all (6) measures to ensure participation will not entail harm (psychological, social, legal or other type), and (7) mechanism form communicating unexpected findings to participants if they consent.

Project plan

We will deliver the project by meeting the following milestones (M) and deliverables (D) as illustrated in the project Gantt chart below (Figure 5). These are: M1: Project plan and ethics procedure agreed; M2: Research protocol agreed; M3: All methods signed-off; M4: Literature review completed; M5: Fieldwork completed; M6: Framework completed; M7: Final report QA completed; D1: Interview topic guides; D2: Literature review/evidence database; D3: Interim report; D4: Final report; D5: PowerPoint slides; D6: Final presentation of results. All milestones and deliverables are to be delivered during the week commencing (w/c) highlighted below.

Figure 5: Project Gantt chart



The Delivery Lead will ensure adherence to these dates to enable delivery of the project by the 31st of March 2023 as required by BEIS. On delivery of D6, and agreement that objectives have been met, the Delivery Lead will close the project with BEIS.

Proj1.5 Social Value

We recognise the value of, and commit to, building social value through the proposed work. Social value impacts individuals, communities and the environment. Throughout and beyond this project the project partners commit to adhering to their responsibility to maximise benefits effectively and comprehensively for project team members and all stakeholders. We will do this by adhering to the five themes of the Government Commercial Function Social Value Model (“the Model”)³² which is reflected below in our Method Statement.

Theme 1: COVID-19 recovery:

Investments in technologies and solutions related to tackling the challenge of hard-to-treat homes is a significant route to supporting the UK economy to recover from COVID-19. As such we will, through this project, develop intelligence and knowledge that is directly relevant to businesses who can be supported to grow through policy intervention that promotes action to tackle hard-to-treat homes. We will monitor progress with the following KPIs:

- Publication of insights and findings in line with BEIS COVID-19 recovery plans. Target date of delivery: w/c 20/03/2023

Theme 2: Tackling economic inequality

A key focus of the work, will be to support the development of an accessible framework and best-practice guidance to support solution development and delivery for hard-to-treat (HTT) homes. As such we will ensure that through this work, we look to increase supply chain resilience and capacity, by engaging supply chain experts and representatives in the study phase, and incorporate supply chain actors into the design of the framework. This project can also support the development of new businesses, jobs and skills by ensuring that the outputs of the project are business relevant in their language, and make clear the steps by which the business community can innovate to meet new and emerging needs. It supports also supports the green economic agenda by helping to accelerate the HTT/HtD retrofit market while ensuring that the regionally spread programs needed are optimised to support job creation. From a societal perspective, outcomes will help alleviate hardship associated with fuel poverty, which has been exacerbated by increased time spent inside cold homes during the pandemic. We will monitor progress with the following KPI:

- Publication of business-focused content and dissemination plans which incorporate knowledge exchange with the business community. Target delivery: w/c 27/03/2023.

Theme 3: Fighting climate change: The work provides the evidence base needed to formulate policy decisions crucial to delivering the Net Zero Target including BEIS/CCC advice to the Government, the Heat Policy Roadmap and Clean Growth Strategy, which regard HTT/HtD homes as a key sector. Workforce practices are also geared to support net-zero: all project team members are equipped to work safely from home throughout the full period of the project, reducing carbon emissions associated with travel to and from regular sites of work. All project fieldwork is virtual, limiting travel and subsistence. DG Cities and UCL have established carbon reduction plans and all project activities highlighted in this proposal align to ongoing and proposed strategies for reducing carbon emissions resulting from research activity. We will monitor progress with the following KPIs:

- Development of an integrated and holistic framework that connects to BEIS Heat Policy Roadmap and Clean Growth strategy. Target date of delivery: w/c 27/02/2023.

Theme 4: Equal opportunity

This research has an important gender dimension; women are more likely vulnerable to fuel poverty a key driver of which is living in homes that are HTT/HtD. Therefore, ensuring that the research considers such groups is essential. This project focuses on a key STEM topic

³² Government Commercial Function. (2020) Guide to using the Social Value Model. UK Government. Accessed online.

(Science, Technology, Engineering & Mathematics). To achieve gender balance, these actions target increased participation from women, who are under-represented in this area:

- Gender equality in project design & organisation: Measures to ensure equality have been embedded throughout the project. The project team represents a gender balanced collaboration across our research, analysis, communication and fieldwork teams.
- Equal and meaningful opportunities for people of all genders to participate: Logistically, we will select meeting and interview timings and durations considerate of national holidays and with start and end times structured to accommodate schedules of team members of all genders with caring responsibilities
- Measuring outcomes and addressing unintended consequences: We will consult the DG Cities/UCL / Bartlett Equality, Diversity and Inclusion Team to prepare a strategy to measure any relevant outcomes, with data disaggregated by project role and gender. This will aim to monitor the meaningful participation of people of different genders throughout the project by gathering data on the number of participants taking part in e.g., interviews/case studies and stakeholder groups.

To support in work progression the project partners will ensure all research staff have clear roles and responsibilities that are aligned to the defined programme of work, which will be reviewed to ensure it support equality and flexibility for individual needs and circumstances. All staff will review their individual objectives for the programme, build in opportunities to develop skills, share knowledge and explore learning opportunities.

We will monitor progress with the following KPIs:

- 100% of personnel have agreed skills utilisation and development plans at completion of the project scoping phase. Target date of delivery: w/c 19/09/2023.
- Satisfaction and wellbeing measures (theme 5) for all staff (gender, age, disability status, sexual orientation) show <5% variation across all demographics. Target date of delivery: quarterly on w/c 12/09/2022, 12/12/2023, 13/03/2023.

Theme 5: Wellbeing

Maintaining and enhancing workforce wellbeing is critical to the success of the project, and the health and happiness of the workforce. Therefore, all project personnel will complete a quarterly anonymous Workforce Wellbeing Survey, as outlined by the What Works Wellbeing Centre which measures satisfaction, anxiety, physical and mental health, satisfaction with working environment. Results will be monitored with BEIS and remedial action developed as and when required. We will monitor progress with the following KPIs:

- Wellbeing % score for satisfaction, anxiety, physical and mental health, satisfaction with working environment. Target = at least 80% positive response for all measures. Target date of delivery: quarterly on w/c 12/09/2022, 12/12/2023, 13/03/2023.

We will ensure that through delivering this project we support and promote the development of cohesive communities: communities based around trust, respect for diversity, and which nurture a sense of belonging and confidence in local people. At the research protocol and methodological development stage we will build in checks and balances to our recruitment and selection tasks to ensure we are engaging with a wider community of stakeholders and networks. We will encourage participation from across all sectors, and will apply an equity lens to ensuring we provide opportunities to participation to organisations and individuals who represent under-represented and excluded community groups. We will review demographics of interview participants and survey respondents, and target communications and outreach. We will monitor progress with the following KPI:

- At least 10 organisations representing climate justice, fuel poverty, excluded groups are interviewed. Target date of delivery: 05/12/2022

All indicators will be reviewed quarterly with BEIS to agree mitigation/remedial action and progress. All indicators will be presented to BEIS in simple one page dashboard.

Order Schedule 5 (Pricing Details)

Order Ref:
Crown Copyright 2021

Order Schedule 5 (Pricing Details)

PS22165 - AW5.2 Price Schedule



PS22165%20-%20A
W5.2%20Price%20Sc

AW5.2 Price Schedule

Please ensure that you DO NOT alter this spreadsheet. Any alterations may result in your Pricing being disqualified.



SCHEME REFERENCE:	PO2216
SCHEME DESCRIPTION (Title):	Building 16 beds leased/charitable residential facilities for Health Trust tenants
CLIENT NAME:	DC Direct Ltd

Please note that the main costs in section 1 cell D23 should equal the staff costs outlined in section 2. Section 2 provides further detail around the project team and the distribution of staff costs.

The figure used for evaluation is the total Cost (ex VAT) provided in Section 1 (cell D23). The total cost is the total staff costs (ex VAT) and the total Travel and Subsistence, Overhead costs, cost of production of materials and ancillary costs associated with the delivery of the project (ex VAT).

Please complete the shaded yellow sections only.

Section 1: Total Project Costs (Summary)

Objective	Number of Days	Rate Multiplier (ex VAT)	Total Multiplier (ex VAT)	Total Cost (ex VAT)
1. Literature review	22	1	22.000	6,250.00
2. High level and detailed data requirements (maximum 45) - data collection and analysis	45	1	45.000	12,000.00
3. Framework development	207	1	207.000	57,000.00
4. Case studies (5-10) - data collection and analysis	10	1	10.000	2,500.00
5. Interim report - drafting and completion	7.5	1	7.500	2,000.00
6. Final Report - drafting and completion	6	1	6.000	1,600.00
7. Project management	20	1	20.000	5,000.00
8. Materials	207	1	207.000	54,000.00
9. Other costs	1	1	1.000	-
TOTAL	348.5	1	348.500	132,850.00

Section 2: Total Staff Costs (Please complete)

Job Title	Rate/Day (ex VAT)	Proposed Rate/Day (ex VAT)	Significant Issues (Please Explain)	Number of Days	Number of Days (ex VAT)	Total Staff Cost (ex VAT)	Total Cost (ex VAT)
1.1 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	6,000.00
1.2 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	12,000.00
1.3 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	18,000.00
1.4 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	24,000.00
1.5 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	30,000.00
1.6 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	36,000.00
1.7 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	42,000.00
1.8 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	48,000.00
1.9 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	54,000.00
1.10 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	60,000.00
1.11 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	66,000.00
1.12 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	72,000.00
1.13 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	78,000.00
1.14 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	84,000.00
1.15 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	90,000.00
1.16 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	96,000.00
1.17 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	102,000.00
1.18 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	108,000.00
1.19 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	114,000.00
1.20 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	120,000.00
1.21 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	126,000.00
1.22 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	132,000.00
1.23 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	138,000.00
1.24 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	144,000.00
1.25 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	150,000.00
1.26 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	156,000.00
1.27 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	162,000.00
1.28 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	168,000.00
1.29 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	174,000.00
1.30 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	180,000.00
1.31 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	186,000.00
1.32 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	192,000.00
1.33 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	198,000.00
1.34 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	204,000.00
1.35 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	210,000.00
1.36 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	216,000.00
1.37 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	222,000.00
1.38 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	228,000.00
1.39 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	234,000.00
1.40 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	240,000.00
1.41 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	246,000.00
1.42 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	252,000.00
1.43 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	258,000.00
1.44 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	264,000.00
1.45 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	270,000.00
1.46 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	276,000.00
1.47 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	282,000.00
1.48 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	288,000.00
1.49 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	294,000.00
1.50 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	300,000.00
1.51 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	306,000.00
1.52 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	312,000.00
1.53 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	318,000.00
1.54 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	324,000.00
1.55 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	330,000.00
1.56 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	336,000.00
1.57 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	342,000.00
1.58 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	348,000.00
1.59 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	354,000.00
1.60 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	360,000.00
1.61 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	366,000.00
1.62 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	372,000.00
1.63 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	378,000.00
1.64 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	384,000.00
1.65 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	390,000.00
1.66 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	396,000.00
1.67 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	402,000.00
1.68 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	408,000.00
1.69 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	414,000.00
1.70 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	420,000.00
1.71 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	426,000.00
1.72 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	432,000.00
1.73 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	438,000.00
1.74 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	444,000.00
1.75 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	450,000.00
1.76 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	456,000.00
1.77 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	462,000.00
1.78 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	468,000.00
1.79 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	474,000.00
1.80 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	480,000.00
1.81 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	486,000.00
1.82 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	492,000.00
1.83 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	498,000.00
1.84 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	504,000.00
1.85 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	510,000.00
1.86 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	516,000.00
1.87 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	522,000.00
1.88 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	528,000.00
1.89 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	534,000.00
1.90 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	540,000.00
1.91 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	546,000.00
1.92 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	552,000.00
1.93 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	558,000.00
1.94 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	564,000.00
1.95 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	570,000.00
1.96 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	576,000.00
1.97 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	582,000.00
1.98 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	588,000.00
1.99 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	594,000.00
2.00 Director Project	4,000.00	4,000.00	Director project	1.5	1.5	6,000.00	600,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	606,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	612,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	618,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	624,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	630,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	636,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	642,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	648,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	654,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	660,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	666,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	672,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	678,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	684,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	690,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	696,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	702,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	708,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	714,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	720,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5	6,000.00	726,000.00
TOTAL STAFF COST	-	-	Director project	1.5	1.5</		

Order Schedule 7 (Key Supplier Staff)

Order Ref:

Crown Copyright 2021

Order Schedule 7 (Key Supplier Staff)

- 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.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 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.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 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.
- 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;
 - 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

Order Schedule 7 (Key Supplier Staff)

Order Ref:

Crown Copyright 2021

- 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.

Order Schedule 7 (Key Supplier Staff)

Order Ref:

Crown Copyright 2021

Annex 1- Key Roles

Key Role	Key Staff	Contract Details

Order Schedule 20 (Order Specification)

Order Ref:

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

Policy relevance

Reducing emissions is necessary to achieve carbon-reduction goals and help mitigate climate change. The built environment is a major energy user and source of carbon emissions. Retrofitting existing buildings is a key national strategy in achieving these aims and is becoming an area of increasing policy focus.

In June 2019, Parliament enshrined in law the net zero target, committing the UK to reduce emissions by “at least” 100 per cent below 1990 levels in 2050.¹ The Net Zero Strategy, published in October 2021, outlines the UK’s decarbonisation pathways to net zero by 2050, including illustrative scenarios and policies and proposals to reduce emissions for each sector, including the heat and buildings sector. It also outlines the ambition to install 600,000 heat pumps per year by 2028 to decarbonise the heat from buildings.²

Published alongside the Net Zero Strategy, the Heat and Buildings Strategy sets out the Government’s plan to significantly cut carbon emissions from the UK’s 30 million homes and workplaces in a simple, low-cost and green way whilst ensuring this remains affordable and fair for households across the country.³ This includes an aspiration for homes in England and Wales to achieve Energy Performance Certificates (EPC) Band C by 2035, where cost effective, practical and affordable. This aspiration is also noted in the Clean Growth Strategy, issued in October 2017, which sets out the Government’s ambitions on energy efficiency.⁴ Government has also set statutory targets to upgrade as many fuel poor households as practicably possible to Band C by 2030.⁵

To achieve net zero, the Climate Change Committee recommended that all buildings achieve EPC C over the next 10 to 15 years.⁶ Around 16 million homes in England⁷—two thirds of the English total—have EPC ratings of D or below.⁸ To cost-effectively decarbonise -from both an energy efficiency and low-carbon heating perspective- most homes will therefore need to be retrofitted.

The Heat and Buildings Strategy makes significant funding commitments to support and upgrade the building stock, especially for social housing, low income and fuel poor households. It commits boosting funding for the Social Housing Decarbonisation Fund (investing a further £800 million over

¹ The Climate Change Act 2008 (2050 Target Amendment) Order 2019

² HM Government. 2021. Net Zero Strategy

³ HM Government. 2021. Heat and Buildings Strategy

⁴ HM Government. 2017. Clean Growth Strategy

⁵ HM Government. 2021. Fuel poverty strategy for England consultation: government response

⁶ Climate Change Committee. 2020. The Sixth Carbon Budget: The UK’s path to net zero. Using the CCC’s balanced pathway. This energy efficiency programme is also underpinned by a timetable of standards – rented homes achieve EPC C by 2028 in line with new Government proposals, with social homes aligned to the same timetable.

⁷ MHCLG (2020), English Housing Survey 2018: energy report. Available at: <https://www.gov.uk/government/statistics/english-housing-survey-2018-energy-report>

⁸ Not every home has an EPC and English housing survey estimates are based on samples.

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

2022/23 to 2024/25) and Home Upgrade Grant (investing a further £950 million over 2022/23 to 2024/25), which aims to improve the energy performance of low-income households' homes, support low-carbon heat installations, help to reduce fuel poverty and build the green retrofitting sector to benefit all homeowners. Launching in Spring 2022, the Boiler Upgrade Scheme provides £450 million funding, for upfront capital grants of £5,000 to support the installation of heat pumps, and in some circumstances biomass boilers, in homes and some non-domestic buildings.⁹

However, much of the UK building stock, and therefore many of the properties that are supported by the Heat and Building Strategy, are considered Hard-to-Treat (HTT).¹⁰ Yet currently, there is no agreed-upon approach of how to define HTT homes, no clear picture of the amount and distribution of HTT homes in the UK and no comprehensive understanding of the best approaches to retrofit HTT homes.

HTT homes in the UK

The UK has some of the oldest building stock in Europe, with 5.9 million buildings (20.6%) built before 1919.¹¹ The 2016 English Housing Survey¹² reports that the majority (63%) of the least energy efficient homes in England, i.e., with an EPC rating of F or G, were built before 1919. Half (50%) of rural dwellings in England, which are typically of older stock, were in EPC bands F or G. Around 20–30% of UK domestic buildings are likely to have some form of heritage value.^{13,14,15} High-rise flats may also be considered hard to treat, alongside those with solid walls, without a loft and those not connected to the gas-grid.¹⁶

Numerous technical challenges exist for retrofitting the fabric and heating systems of these homes. It is expected that retrofitting HTT homes will require design and installation specialists and may cost more to upgrade than conventional housing stock. For example, traditional construction methods, which are often regionally specific and generally moisture-permeable, affect the types of retrofits that may be suitable.¹⁷ The English Housing Survey 2016: energy efficiency report¹⁸ estimates that 2.2 million dwellings have uninsulated cavity walls, which are harder to treat. For homes with solid walls, 85% (approximately 7 million) also hard to treat walls,¹⁹ rendered walls pose additional challenges to solid wall insulation.¹⁸

⁹ HM Government 2021. Press release - plan to drive down the cost of clean heat <https://www.gov.uk/government/news/plan-to-drive-down-the-cost-of-clean-heat>

¹⁰ BRE (2008) A Study of Hard to Treat Homes Using the English House Condition Survey. Part I: Dwelling and household characteristics of hard to treat homes. London: Building Research Establishment on Behalf of DECC. Available at: https://www.bre.co.uk/filelibrary/pdf/rpts/Hard_to_Treat_Homes_Part_I.pdf

¹¹ Piddington, J., Nicol, S., Garrett, H., & Custard, M. (2020). The housing stock of the United Kingdom (pp. 1–23). BRE Trust. Available at: https://files.bregroup.com/bretrust/The-Housing-Stock-of-the-United-Kingdom_Report_BRE-Trust.pdf

¹² MHCLG (2016). English Housing Survey 2016: energy efficiency. Available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/724339/Energy_efficiency_2016.pdf

¹³ Pickles, D., & McCaig, I. (2017). Energy efficiency & historic buildings: Application of Part L of the Building Regulations to historic & traditionally constructed buildings (pp. 1–44). Historic England. Available at: <https://historicengland.org.uk/images-books/publications/energy-efficiency-historic-buildings-ptl/heag014-energy-efficiency-partll/>

¹⁴ Historic England. (2019). Listed Buildings|Historic England. Historic England. Available at: <https://historicengland.org.uk/listing/what-is-designation/listed-buildings/>

¹⁵ Historic Environment Scotland. (2019). Scotland's listed buildings (p. 13). Historic Environment Scotland. Available at: <https://www.historicenvironment.scot/archives-and-research/publications/publication/?publicationId=34c90cb9-5ff3-45c3-8bc3-a58400fcbc44>

¹⁶ DEFRA., 2008. Energy Analysis Focus Report. A Study of Hard to Treat Homes Using the English House Condition Survey. Available at: https://www.bre.co.uk/filelibrary/pdf/rpts/Hard_to_Treat_Homes_Part_I.pdf

¹⁷ Wise, F., Moncaster, A. and Jones, D., (2021). Rethinking retrofit of residential heritage buildings. Buildings and Cities, 2 (1), pp.495-517. Available at: <https://www.journal-buildingscities.org/articles/10.5334/bc.94/print/>

¹⁸ MHCLG (2016). English Housing Survey 2016: energy efficiency. Available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/724339/Energy_efficiency_2016.pdf

¹⁹ The English housing report focuses on homes with the worst energy efficiency (SAP rating in bands F or G) in 2016, using the SAP 2012 methodology. It profiles these homes and examines their potential for improving energy performance. It also analyses where installing energy efficiency improvement measures could be more problematic (so-called 'hard to treat' homes).

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

EPCs derived from the Reduced data Standard Assessment Procedure (RdSAP) are used to inform UK government funded retrofit programmes. These include: the Green Deal;²⁰ the Energy Company Obligation;²¹ The Minimum Energy Efficiency Standards (MEES), and Private Rented Sector (PRS) regulations (for England and Wales – currently under consultation); the Green Homes Grants (for England); the Home Energy Efficiency Programme and Energy Efficiency Standard for Social Housing use EPCs (for Scotland),²² where a new fuel poverty strategy was launched in December 2021.²³ Currently however, standard building energy models (such as the RdSAP) poorly represent the construction of many HTT buildings, increasing the risk of maladaptive retrofitting.^{24,25} Additionally, models have been shown to poorly estimate energy use in HTT buildings, leading to recommendations of retrofit measures that have little or no actual carbon benefits.²⁶

Unintended consequences of maladaptive retrofitting may cause harm to human health and building fabric, for example from poor indoor air quality, condensation and mould growth and decay of building fabric. There may be risks of harm to heritage significance, such as through altered appearance, or loss of features. Finally, maladaptive retrofitting risks wider damage to public confidence about the value of installing energy efficiency measures and low carbon heating.

PAS 2035 standards presently make some assessment of HTT features in properties, classifying many as higher-risk for retrofit projects.²⁷ Those properties classed Path B and C through a PAS 2035 risk assessment require a specialist design professional to ensure adequate detailing and specification, adding to the complexity of the project.²⁸ Construction and built form of the higher risk buildings include but are not limited to: traditional or system-built, but not protected (Path B); and high rise or protected (Path C).²⁹ Homes that are listed or in a conservation area may also need to go through additional approvals processes, such as planning permission and listed building consent.

Evidence gaps

Clarity and consideration of how to define, measure and identify HTT homes in the UK, for both energy efficiency measures and low-carbon heating is needed. However, existing mechanisms are falling short of these requirements.

This project therefore considers decarbonising HTT homes from the perspective of both thermal/energy efficiency and low carbon heating. The proposed research aims to expand our understanding of, and address an evidence gap in, how to upgrade some of the worst performing and technically difficult to treat housing.

²⁰ BEIS. (2020b, November 18). Green Homes Grant: Make energy improvements to your home. Department for Business, Energy and Industrial Strategy (BEIS). Available at: <https://www.gov.uk/guidance/apply-for-the-green-homes-grant-scheme>

²¹ Energy Company Obligation (ECO3) Guidance. Available at: <https://www.ofgem.gov.uk/sites/default/files/2021-07/Energy%20Company%20Obligation%202018-22%20%28ECO3%29%20Guidance%20Deliveryv1.7.pdf>

²² Making SAP and RdSAP 11 fit for Net Zero - A report for the Department for Business, Energy and Industrial Strategy. Available at: https://www.levittbernstein.co.uk/site/assets/files/3670/making_sap_and_rdsap_11_fit_for_net_zero_full_report.pdf

²³ Scottish Government (2021) Tackling fuel poverty in Scotland: a strategic approach <https://www.gov.scot/publications/tackling-fuel-poverty-scotland-strategic-approach/>

²⁴ Ingram, V., & Jenkins, D. (2013). Evaluating energy modelling for traditionally constructed dwellings (Technical Paper No. 18, p. 50). Historic Scotland. Available at: <https://www.historicenvironment.scot/archives-and-research/publications/publication/?publicationId=1d90d4c3-f8ca-4468-8049-a59400b32e50>

²⁵ Pickles, D., & Cattini, C. (2015). Energy efficiency and historic buildings: Energy Performance Certificate (pp. 1–20). Historic England. Available at: <https://historicengland.org.uk/images-books/publications/eehb-energy-performance-certificates/>

²⁶ Pracchi, V. (2014). Historic buildings and energy efficiency. *The Historic Environment: Policy & Practice*, 5(2), 210–225. DOI: <https://doi.org/10.1179/1756750514Z.00000000052>

²⁷ BEIS & BSI, 2020, PAS 2035:2019 Incorporating Corrigendum No. 1, Retrofitting dwellings for improved energy efficiency – Specification and guidance

²⁸ The Retrofit Academy. (2020). The PAS 2035 Compliance Process Map

²⁹ BEIS & BSI, 2020, PAS 2035:2019 Incorporating Corrigendum No. 1, Retrofitting dwellings for improved energy efficiency – Specification and guidance, (pg 37, Annex B (Normative) Risk Assessments)

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

We expect this research to be the starting point for a strategy for upgrading homes that risk being left behind in the transition to net zero. Improved understanding can better support the development of effective policies and approaches aimed at retrofitting buildings, to ensure HTT homes are not left behind in the transition to net zero.

This research project seeks to produce a definition of HTT homes, differentiating between the different attributes and types of dwellings that may be considered HTT for both energy efficiency measures and low-carbon heating. The research will also summarise and compare methods and approaches to identify and treat different HTT homes, to inform the development of future retrofit schemes.

We need to better understand how existing and future schemes will work for, and support decarbonising HTT homes. Addressing the evidence gaps for the UK HTT building stock will help expand our understanding of the challenges and requirements for retrofitting of this stock, which will feed into our considerations when developing existing and future policies, or capital schemes, to support the UK's transition to net zero.

2. Aims and Objectives of the Project

The Hard-to-Treat (HTT) homes research aims to create a definition of and understanding of the scope of HTT homes in the UK, to support the development of policies that will effectively enable retrofitting and decarbonisation of these homes.

The objectives are as follows:

- Identify the technical (including physical, material and technological), regulatory and social challenges to improving the energy performance and decarbonising HTT homes, taking account of spatial variability across the UK;
- Document and review the evidence on existing approaches to retrofitting HTT homes – including reviewing international policies, considering the costs to implement retrofit upgrades and implications for future retrofit schemes;
- Develop a framework/definition, which identifies a spectrum of technical, physical and material attributes that make a home HTT from a whole house retrofit perspective;
- Identify potential data and/or sources of information that could be used to identify HTT homes for both energy efficiency and low carbon heating;
- Review, compare and propose best-practice methods and approaches (e.g. data analytics) for identifying HTT homes.

To address the aim and objectives, the project seeks to answer the following research questions:

Understanding the challenges with retrofitting HTT homes:

- What are the technical challenges associated with improving the energy performance and decarbonising HTT homes?
 - What are the risks to the fabric of the building with retrofitting energy efficiency measures and moving to low carbon heating in HTT homes?
 - What geographic/ spatial factors need to be considered?
- What are the regulatory considerations and challenges for retrofitting HTT homes?
 - What are the legal/regulatory/planning barriers?
 - What regulations apply to different HTT properties?
- What are the social challenges associated with improving the energy performance and decarbonising HTT homes?
 - What socio-economic factors should be considered?
 - What distributional demographic (spatial) aspects need to be considered?

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

- What occupier and/or owner behaviours and lifecycle considerations should be considered?
- How can the risk of disruption be mitigated for occupiers?
- How might we engage residents/owners of HTT properties?

Defining and identifying HTT homes:

- How can HTT homes be defined?
 - What definitions/frameworks for HTT buildings are currently being used, and what are the merits and drawbacks of these?
 - How do regulations (UK and international) on homes consider HTT homes?
 - What is the range of different technical, physical and material attributes that make a home HTT, from a whole house retrofit perspective?
- How can we identify Hard to Treat homes?
 - What datasets and/or variables can we use to identify HTT homes?
 - What analytical methods could be adopted to identify HTT homes?
 - How does a change of building use affect the identification of HTT homes?
- What are the current estimates for the number of HTT homes in the UK?
 - What is the regional/spatial distribution of HTT homes?

Evidence on existing approaches to retrofitting HTT homes:

- What practical approaches could be applied/adapted to retrofitting HTT homes?
 - What practical approaches to retrofitting HTT buildings, including in commercial and public buildings, in the UK and internationally, could be applied to HTT homes?
 - For HTT homes that are unsuitable for conventional insulation, what are the options to decarbonise and improve their energy efficiency?
 - When, in the lifecycle of a building, should retrofit interventions be implemented?
 - How effectively do the risk pathways under PAS 2035 consider HTT homes?
 - How can this translate into consumer advice for owners and occupiers?
- What are the cost implications for the different approaches to retrofitting and installing low-carbon heating, in different types of HTT homes?
- What are the implications for future retrofit schemes and regulations?
 - Does the evidence suggest that HTT homes should be considered differently from other homes by policies on energy efficiency and heating (incentives, informational etc.) and regulations (minimum standards, bans of heating types, and their enforcement)?

Order Schedule 20 (Order Specification)
 Order Ref:
 Crown Copyright 2021

3. Suggested Methodology	
If applicable:	Insert numbers:
Total number of Interviews (qualitative)	~45
Total number of Case Studies	5-10
<p>Bidders should set out in detail their proposals for developing and delivering this research project, alongside discussion of how their research design will answer the research questions and address the aim and objectives of this study. Engagement with the existing evidence-base, BEIS and Cross-Government stakeholders will be required to develop effective data collection materials and to ensure this research adds value; bidders should outline their approach to this engagement process.</p> <p>We also welcome bidders to outline alternative approaches to those suggested, if they feel there are more effective designs to answer the research questions. It is important that this piece of work provides a robust, authoritative and 'state-of-the art' overview of HTT homes and provides useable categorisations of these homes, and an overall definition.</p> <p>Bidders should ensure, and be able to demonstrate, sufficient expertise / knowledge of the existing academic evidence base around HTT buildings.</p> <p><u>Suggest methodological approach</u></p> <p>We expect a mixed methods approach will be required to meet the project objectives and anticipate data to be collected from both primary and secondary sources. A detailed outline of the research requirements and a possible design is provided below:</p> <p>1. Literature review into hard-to-treat homes</p> <ul style="list-style-type: none"> • The review will seek to address and answer the aim, objectives and research questions outlined in the previous section. The review should also identify remaining evidence gaps. • We expect the review to include scientific peer reviewed (e.g. through Web of Science and Scopus) and grey literature, alongside government and industry publications (e.g. EnerPHit publications). Both UK and international evidence should be included in the review, as well as relevant evidence from other sectors (e.g. commercial, industrial and public sectors). The review should seek to give an overview of existing publications, including the latest developments in retrofit design and technology. • We expect the development of a comprehensive search strategy with a robust system for filtering identified literature on quality and relevance. Bidders should detail examples of their proposed search strategy in their response. <p>2. Key informant/stakeholder interviews</p> <ul style="list-style-type: none"> • Interviews should address the evidence gaps identified in the review. • A minimum of 45 interviews should be conducted, to capture and represent diverse stakeholder experiences and insight. 	

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

- Telephone/video interviews will be the most suitable approach to data collection, though we are open to alternative suggestions.
- We expect interviews to last at least 45 minutes – 1 hour.
- Interviewees should be purposively sampled to achieve a range of views and experiences. We expect contractors to source the samples.
- Bidders should provide a breakdown of their sampling and recruitment approach as well as a suggested sampling frame to achieve coverage across a range of relevant UK sectors/industries.

Stakeholders/ key informants should be those involved in the preservation, maintenance and retrofitting of HTT buildings. Some suggestions (though not exhaustive) are listed below:

- HTT property owners (e.g., public/social housing associations, private landlords, owner-occupiers).
- Government organisations (e.g., central government departments [BEIS, DLUHC, DCMS], local authorities [e.g., those involved in planning permission approvals], public bodies [e.g., Historic England])
- Third Sector organisations (e.g., English Heritage, National Trust, Heritage Trust Network)
- Professionals working with HTT buildings (e.g., Heritage consultants, architects, installers, suppliers etc.)
- Professional associations or alliances with expertise in HTT buildings (e.g., Royal Institute of British Architects, Institute of Historic Building Conservation, Royal Town Planning Institute, Chartered Institute of Architectural Technologists, Historic Houses Association, Sustainable Traditional Buildings Alliance, EnerPHit etc.)
- Academics with relevant expertise (e.g. social/behavioural study of building use; building/retrofit design and technology etc.)

Selection and balance of stakeholders should reflect the research questions. For example, bidders should consider interviewing at least ten HTT property owners, to ensure a comparatively larger sample of homeowners and gather insight on social challenges to retrofitting HTT homes.

3. Framework development and data identification

- A framework should be developed based on the evidence from the literature review and stakeholder interviews. The framework will identify a spectrum of technical, physical and material attributes that make a home HTT, from a whole house retrofit perspective - for both energy efficiency measures and low-carbon heating.
- Based on the findings from the literature review and stakeholder interviews, potential data and/or sources of information should be identified and documented. The data and information in scope are those that could be used to identify and quantify HTT homes in the UK.

Case Studies

- We expect the research to include a presentation of 5-10 case studies, and be representative of the diversity of HTT homes identified in the framework development.

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

- Case studies should present a range of journeys and experiences of retrofitting different types of HTT properties and should include examples within and outside of government schemes.
- We expect case studies to highlight the technical, regulatory and/or social challenges associated with retrofitting HTT properties, generate cost estimates for the associated work, and describe best-practice approaches for retrofitting HTT properties.
- Bidders should also synthesise broader lessons-learnt from the case studies, which may be applicable to HTT homes.
- Bidders should detail their approach to generate case studies. We anticipate that case studies may be developed from both empirical (e.g. interviews and site visits) and secondary (i.e., existing literature) sources, as described above.

Ethics and data-protection

Bidders must outline ethical and data-protection considerations for this research project, considering any ethical risks, including commercial sensitivity, and options to mitigate these risks.

Bidders will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues throughout all stages of the project. BEIS expects the successful bidder to adhere to the latest [government social research \(GSR\) professional guidance on ethical assurance for social and behavioural research in government](#), including the following GSR principles:

- Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings.
- Participation based on valid consent. Processes should be in place to ensure participants are informed and understand the project and its purpose, client, and topics. Respondents' participation should be entirely voluntary.
- Enabling participation.
- Avoidance of personal harm. This includes efforts to ensure research participants are not 'over-researched' or contacted repeatedly.
- Participant anonymity, including non-disclosure of identity and personal information.

The successful bidder must comply with current general data protection regulation (GDPR). Bidders must provide assurances for their compliance and set out in their proposals details of the practices and systems that they, and their subcontractors (if any), have in place for handling data securely. Bidders must address the following:

- 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 DPA.
- Physical security of premises.
- How research respondents will be made aware of all potential uses of their data.

4. Deliverables

Deliverables

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

- **Interview topic guides** with relevance to the sample and research questions
- **Interim report** -see details below on what should be included
- **Final written report** - see details below on what should be included. The final report should also include a technical annex including methodologies, sampling approach, topic guides and a literature bibliography).
- **Evidence database** that identifies all the relevant evidence.
- **Final presentation of results:** presentation of slides outlining findings from the final report.
- **PowerPoint slides:** summarising the key findings

Timings

Bidders should outline a clear timetable and approach to delivering this research within the project timelines. Contractors will need to have sufficient resource to set-up quickly due to tight timelines.

Working Arrangements / Emerging Findings

It is important that BEIS are kept informed of emerging findings and project progress.

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

Weekly progress updates with the BEIS project manager will be required throughout the project and will take place via MS Teams and e-mail. These calls may be used to work with stakeholders to develop topic guides and questionnaires during set-up of the project. During fieldwork this should include reporting on recruitment, response rate, risks etc.

A stakeholder steering group will be established. Contractors will be expected to chair a steering group meeting twice throughout the contract, to update and discuss project progress and upcoming milestones.

All research tools and sampling methodologies will need to be agreed by BEIS.

BEIS will own the intellectual property rights of all intermediate and final products, including the final deliverables. This includes presentation slide packs, reports and data.

Interim report

The contractor will produce an interim report that will comprise:

- A summary of the key findings and evidence gaps from the literature review and key informant/stakeholder interviews.
- A first draft of the framework, identifying a spectrum of technical, physical and material attributes that make a home HTT, from a whole house retrofit perspective.
- A list/database of potential data and/or sources of information that could be used to identify and quantify HTT homes in the UK, for both energy efficiency and low carbon heating measures.
- Recommendations for research to address data gaps identified at the data identification stage

Final report and presentation

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

At the end of the project (after the final presentation), the contractor will provide a fully quality assured report. The report will entail the following:

- A detailed literature review and presentation of findings from the key informant/stakeholder interviews, highlighting remaining evidence gaps
- Presentation of at least 10 case studies that describe a range of journeys and experiences of retrofitting different types of HTT properties
- A finalised framework, identifying a spectrum of technical, physical and material attributes that make a home HTT, from a whole house retrofit perspective
- A finalised list/database of potential data and/or sources of information that could be used to identify and quantify HTT homes in the UK

The report must be written in plain English. From experience we expect that 3-4 drafts will be needed to reach the finalised report. Drafts must be delivered with sufficient time built in for review and comments. Each draft must be proof-read and delivered at a professional and publishable standard. Clear, precise and succinct language is essential. We expect this to be costed and accounted for in the timeline.

Contractors are expected to provide a presentation at the close of the project on the final report. Attendees are likely to include BEIS stakeholders and stakeholders from other Government departments. Presentations are likely to take place online via MS Teams, however depending upon social distancing requirements at the time, this may change.

Peer Review

BEIS may wish to appoint an external peer reviewer for the project. If we do this then we will endeavour (though cannot guarantee) to align timings of this of this with the first set of comments from BEIS on the first draft of the report.

Publication

We expect final reports to be published, with interest in exploring potential for research reports to be hosted on the successful bidder's website. The final report for this research project must be formatted according to BEIS publication guidelines and adhering to BEIS accessibility requirements for all publications on GOV.UK. Please ensure you note the following in terms of accessibility:

Checklist for Word accessibility

Word documents supplied to BEIS will be assessed for accessibility upon receipt. Documents which do not meet one or more of the following checkpoints will be returned to you for re-working at your own cost:

- document reads logically when reflowed or rendered by text-to-speech software
- language is set to English (in File > Properties > Advanced)
- structural elements of document are properly tagged (headings, titles, lists etc.)
- all images/figures have either alternative text or an appropriate caption
- tables are correctly tagged to represent the table structure
- text is left aligned, not justified
- document avoids excessive use of capitalised, underlined or italicised text
- hyperlinks are spelt out (e.g. in a footnote or endnote)
- see Annex A for BEIS Social Research Report Writing Guidelines.

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

Joint Schedule 1 (Definitions)

Crown Copyright 2021

~~1.9.11~~ the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

~~1.9.12~~ 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-am-supplier/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;
"Audit"	the Relevant Authority's right to: 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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	<p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"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;
"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"	<p>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:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
"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,

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	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;
"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: 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: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	<ul style="list-style-type: none">i) base salary paid to the Supplier Staff;ii) employer's National Insurance contributions;iii) pension contributions;iv) car allowances;v) any other contractual employment benefits;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); andix) reasonable recruitment costs, as agreed with the Buyer; <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;</p> <p>but excluding:</p> <ul style="list-style-type: none">a) Overhead;b) financing or similar costs;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;d) taxation;e) fines and penalties;f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; andg) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	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

Joint Schedule 1 (Definitions)

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;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	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 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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"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;
"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

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	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;
"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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>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;</p> <p>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</p> <p>any failure of delay caused by a lack of funds;</p>
"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;
"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: <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	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/government-procurement-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;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <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 such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"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;
"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</p> <p>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

Joint Schedule 1 (Definitions)

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"	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: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"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,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
"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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"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);
"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;</p> <p>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> <ul style="list-style-type: none"> 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>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>
"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> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	<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;</p> <p>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 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;
"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);

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"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;
"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 ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

“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;
“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; orii) 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); orii) under legislation or common law concerning fraudulent acts; oriii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>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;</p>
“Protective Measures”	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;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"Recall"	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;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"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

Joint Schedule 1 (Definitions)

Crown Copyright 2021

	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;
"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);

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"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);

Joint Schedule 1 (Definitions)

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</p> <p>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>

Joint Schedule 1 (Definitions)

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: 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;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;

Joint Schedule 1 (Definitions)

Crown Copyright 2021

"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 – <ul style="list-style-type: none"> (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-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"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.

Joint Schedule 2 (Variation Form)
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:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
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"> [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 **[delete as applicable: CCS / 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.

Joint Schedule 2 (Variation Form)

Crown Copyright 2021

Signed by an authorised signatory for and on behalf of the [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
 - 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 non-renewal 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 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.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2021

- 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.

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	TBC	TBC	TBC

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.

Joint Schedule 6 (Key Subcontractors)

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)
Crown Copyright 2021

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[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 [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]

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2021

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

Joint Schedule 11 (Processing Data)

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:

Joint Schedule 11 (Processing Data)

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:

Joint Schedule 11 (Processing Data)

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

Joint Schedule 11 (Processing Data)

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

Joint Schedule 11 (Processing Data)

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.

Joint Schedule 11 (Processing Data)

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.

Joint Schedule 11 (Processing Data)
 Crown Copyright 2021

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority’s Data Protection Officer are: **[TBC]**
- 1.2 The contact details of the Supplier’s Data Protection Officer are: **[TBC]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	<ul style="list-style-type: none"> • BEIS is commissioning a social research project to understand the scope of hard-to-treat homes, including the physical, regulatory and social challenges facing retrofitting hard-to-treat homes • A supplier working on behalf of BEIS will: <ul style="list-style-type: none"> ○ Undertake a literature review into hard-to-treat homes ○ Use qualitative research methods to collect, record and analyse data provided by a sample of stakeholders involved in the preservation, maintenance and retrofitting of hard-to-treat buildings ○ Produce a report to present key findings. • Findings from this research will be used within BEIS to produce a cross-government definition of hard-to-treat homes, differentiating between the attributes and types of dwellings that may be considered hard-to-treat for both energy efficiency measures and low-carbon heating. • The processing of names and business contact details of staff of Contracting Authority and Supplier, and stakeholder respondents will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management. • The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract. • The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid. The supplier will provide interviewees with a privacy notice before participating to ensure they understand the nature of the research and how their data will be used and stored.
Duration of the processing	<ul style="list-style-type: none"> • The contract start date is August 2022 (TBC) and the end date is March 2023 (TBC). • A final report for the project will be provided by March 2023.

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

<p>Nature and purposes of the processing</p>	<p>Nature of processing:</p> <ul style="list-style-type: none"> • Collection, recording, organisation, structuring, storage of data by the supplier and using to contact and arrange interviews and visits. Data collection methods will include: interviews; questionnaires/surveys; site visits; photography. The supplier may suggest alternative data collection approaches. The purpose of this data processing is for research to understand the scope of hard-to-treat homes, including the physical, regulatory and social challenges facing retrofitting hard-to-treat homes • The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority the Supplier, and stakeholders involved in the preservation, maintenance and retrofitting of hard-to-treat buildings as necessary to deliver the services and to undertake the Contract and performance management. • Data collected during the research will be presented in a final report, no personal data will be included in the report and we will ensure that no individuals are identifiable. All references to data in the report (e.g. quotations from interviews) will be anonymised to ensure that no research participants are personally identifiable. • The nature of processing will include the storage and use of names and business contact details of staff of the Contracting Authority, the Supplier, and stakeholders involved in the preservation, maintenance and retrofitting of hard-to-treat buildings as necessary to deliver the services and to undertake the Contract and performance management. • The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract. <p>Purposes of processing:</p> <ul style="list-style-type: none"> • Personal data will be used to contact individuals and invite them to participate in research. • Collected data will be analysed to produce research findings which will support the development of effective policies and approaches aimed at retrofitting buildings • The findings of the research will be used internally within BEIS and across other Government departments • BEIS may elect to publish the final report. The supplier can only publish results of their analysis with BEIS's permission. • A presentation on the findings will be given soon after the final report to allow BEIS colleagues to ask questions and seek clarification.
--	---

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

<p>Type of Personal Data</p>	<ul style="list-style-type: none"> • The supplier will process the names and contact details of stakeholders involved in the preservation, maintenance and retrofitting of hard-to-treat buildings • The supplier will process a range of personal information such as name, geographical location, and personal opinions. • BEIS will not hold personally identifiable information of research participants. • The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> • Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management. • Research Participants: Stakeholders involved in the preservation, maintenance and retrofitting of hard-to-treat buildings. These may include: <ul style="list-style-type: none"> - Cross government colleagues (e.g., BEIS, DLUHC, DCMS); - Local Authorities; - Property owners (e.g., public/social housing associations, private landlords, owner-occupiers); - Third Sector organisations (e.g., English Heritage, National Trust, Heritage Trust Network); - Professionals working with hard-to-treat buildings (e.g., Heritage consultants, architects, installers, suppliers etc.) - Professional associations or alliances with expertise in hard-to-treat buildings (e.g., Royal Institute of British Architects, Institute of Historic Building Conservation, Royal Town Planning Institute, Chartered Institute of Architectural Technologists, Historic Houses Association, Sustainable Traditional Buildings Alliance, EnerPHit etc.) - Academics with relevant expertise (e.g. social/behavioural study of building use; building/retrofit design and technology etc.)
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of</p>	<ul style="list-style-type: none"> • Any personal data held by BEIS will be deleted after the expiry of the Contract • The Personal Data will be retained by the Supplier for a 12-month retention period, following which the Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

data	<ul style="list-style-type: none">• BEIS will ensure that the personal data from this research is deleted.• Personal Data will be erased from any computers, storage devices and storage media after the expiry of the contract• Where there is any personal data included in the interview data, this will be removed so that the responses are anonymised and can be kept• Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents
------	---

Joint Schedule 11 (Processing Data)
Crown Copyright 2021

Joint Schedule 12 (Supply Chain Visibility)
Crown Copyright 2021

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
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Joint Schedule 12 (Supply Chain Visibility)

Crown Copyright 2021

- 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.
- 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.

Joint Schedule 12 (Supply Chain Visibility)
Crown Copyright 2021

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report template