

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)

II. Cover Letter



Department for
Energy Security
& Net Zero

Enerdata SAS

47 avenue Alsace Lorraine
CS 90529
38027 Grenoble Cedex 1
France

Attn: [REDACTED]

By email to: [REDACTED]

Date: [REDACTED]

Our ref: prj_3965

Dear [REDACTED],

Following your tender/proposal for the supply of Data to inform DESNZ's Global Carbon Finance Model (GLOCAF) to Department for Energy Security and Net Zero, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between DESNZ and Enerdata SAS for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing the Order Form using DESNZ's e-Signature portal. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]

International Net Zero Commercial, DESNZ

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III. Order Form

1. Contract Reference	prj_3965	
2. Buyer	Department for Energy Security & Net Zero, 3-8 Whitehall Place, London, SW1A 2EG. In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	47 avenue Alsace Lorraine CS 90529 38027 Grenoble Cedex 1 France Registration number: 489 319 111	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (“Conditions”) and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>	
5. Deliverables	Goods	None
	Services	<p>Description: as set out</p> <ul style="list-style-type: none"> • in Annex 2 – and • in the Supplier’s tender as set out in <i>Charges</i> <p><i>Note: The Supplier’s submitted Pricing Schedule as well as the budget and pricing elements of the Specification of Requirements will be used to inform the creation of this Annex.</i></p>

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)

Annex A: Pricing Schedule - Enerdata

Instruction: Please complete this annex and include it as a separate attachment to your submission.

Please complete multiple versions of this if your submission includes variations or options.

Part A – Staff/project team charges

Set up Costs – please specify	
Expenses	

<u>*Grade/level of staff</u>	<u>Daily rate (ex VAT)</u>	<u>No. days offered over course of contract</u>	<u>Tasks to be undertaken on this project</u>	<u>Total price offered</u>
Project manager				
Support project manager				
Senior Analyst 1				
Senior Analyst 2				
Analyst				
Sub-total				£ 218 2

[*Suppliers should also include sub-contractors]

Part B – Non-staff/project team charges

<u>Item</u>	<u>No. of items</u>	<u>Price per item (ex VAT)</u>	<u>Total price offered</u>
		£	£
		£	£
Sub-total			£

Part C – Sub-contractor charges

-
-

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)

Item	No. of items	Price per item (ex VAT)	Total price offered
		£	£
		£	£
Sub-total			£

Part D – Full price offered

Sub-total (Part A + Part B + Part C)	£ 218 264
VAT	£ 0
TOTAL (Sub-total + VAT)	£ 218 264

Invoicing Schedule:

Activity	Date of Invoice	Price (£)
Validation spreadsheets for GDP, population and exogenous fixation of fossil fuel prices (15%)	30/09/2024	
Delivery of final BAU results (40%)	30/11/2024	
Delivery of final MACCs (linear and other) (30%)	15/01/2025	
Delivery of final report (15%)	15/02/2025	
Total		218 264

Enerdata draws DESNZ attention on the following:

- **Contract currency:** As for the latest GLOCAF updates, the contract will be in Euros. Total price of the offer is fixed at **€253,305.38** (£218,264.50 as of 8 August 2024). All payments will be made in Euros according to the above schedule.
- **Travel costs:** Any travels and costs associated to missions (hotels, meals, etc.) are included in the price provided above.
- **Validity period:** The price offered in this proposal is held for 90 days from submission.

- Annex 4 – Supplier Tender

Any discrepancy between the two Annexes, Annex 2 will prevail unless Annex 4 provides a more beneficial solution to DESNZ.

6. Specification

The specification of the Deliverables is as set out

- in Annex 2 – and
- in the Supplier's tender as set out in Charges

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)

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Expenses	

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Project manager				
Support project manager				
Senior Analyst 1				
Senior Analyst 2				
Analyst				
Sub-total				£ 218 264.50

[*Suppliers should also include sub-contractors]

Part B – Non-staff/project team charges

<u>Item</u>	<u>No. of items</u>	<u>Price per item (ex VAT)</u>	<u>Total price per offered</u>
		£	£
		£	£
Sub-total			£

Part C – Sub-contractor charges

/

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)

Item	No. of items	Price per item (ex VAT)	Total price per offered
		£	£
		£	£
Sub-total			£

Part D – Full price offered

Sub-total (Part A + Part B + Part C)	£ 218 264.50
VAT	£ 0.00
TOTAL (Sub-total + VAT)	£ 218 264.50

Invoicing Schedule:

Activity	Date of Invoice	Price (£)	VAT
Validation spreadsheets for GDP, population and exogenous fixation of fossil fuel prices (15%)	30/09/2024		0.0
Delivery of final BAU results (40%)	30/11/2024		0.0
Delivery of final MACCs (linear and other) (30%)	15/01/2025		0.0
Delivery of final report (15%)	15/02/2025		0.0
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Annex 4 – Supplier Tender

7. Start Date	07/10/2024
8. Expiry Date	07/04/2025
9. Extension Period	The Buyer may extend the Contract for a period of up to 12 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.

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10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Optional Intellectual Property Rights ("IPR") Clauses	Clause 10 shall be deleted and replaced with the clauses set out in Annex 5 – IPR Clause
12. Charges	The Charges for the Deliverables shall be as set out in Annex 3 –
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: the Buyers Authorised representative</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Buyers Authorised representative</p>
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000.
15. Progress Meetings and Progress Reports	The Buyer and Supplier will meet formally every quarter for a conversation regarding service delivery and performance.
16. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>██████████</p> <p>or, in their absence,</p> <p>██████████</p>

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17. Supplier Authorised Representati ve(s)	<p>For general liaison your contact will continue to be</p> <p>██████████</p> <p>or, in their absence,</p> <p>██████████</p>
18. Address for notices	<p>██████████</p> <p>██████████</p>
19. Key Staff	<p>Named staff are identified in Charges</p> <p>Note: The Supplier's <i>submitted Pricing Schedule as well as the budget and pricing elements of the Specification of Requirements will be used to inform the creation of this Annex.</i></p>

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Annex A: Pricing Schedule - Enerdata

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Please complete multiple versions of this if your submission includes variations or options.

Part A – Staff/project team charges

Set up Costs – please specify	
Expenses	

<u>*Grade/level of staff</u>	<u>Daily rate (ex VAT)</u>	<u>No. days offered over course of contract</u>	<u>Tasks to be undertaken on this project</u>	<u>Total price offered per staff member</u>
Project manager				
Support project manager				
Senior Analyst 1				
Senior Analyst 2				
Analyst				
Sub-total				£ 218 264.50

[*Suppliers should also include sub-contractors]

Part B – Non-staff/project team charges

<u>Item</u>	<u>No. of items</u>	<u>Price per item (ex VAT)</u>	<u>Total price per offered</u>
		£	£
		£	£
Sub-total			£

Part C – Sub-contractor charges

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<u>Item</u>	<u>No. of items</u>	<u>Price per item (ex VAT)</u>	<u>Total price per offered</u>
		£	£
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Sub-total			£

Part D – Full price offered

Sub-total (Part A + Part B + Part C)	£ 218 264.50
VAT	£ 0.00
TOTAL (Sub-total + VAT)	£ 218 264.50

Invoicing Schedule:

Activity	Date of Invoice	Price (£)	VAT
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Delivery of final BAU results (40%)	30/11/2024		0.00
Delivery of final MACCs (linear and other) (30%)	15/01/2025		0.00
Delivery of final report (15%)	15/02/2025		0.00
Total		218 264.50	

Enerdata draws DESNZ attention on the following:

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- **Travel costs:** Any travels and costs associated to missions (hotels, meals, etc.) are lump sum and included in the price provided above.
- **Validity period:** The price offered in this proposal is held for 90 days from the date of submission.

Annex 4 – Supplier Tender.

20. Procedures and Policies

N/A

21. Special Terms

Special Term 1 - N/A

22. Incorporated Terms

The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:

(a) The cover letter from the Buyer to the Supplier dated

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- (b) This Order Form
- (c) Any Special Terms (see row 21 (Special Terms) in this Order Form)
- (d) Conditions
- (e) The following Annexes in equal order of precedence:
 - i. Annex 1 – Processing Personal Data
 - ii. Annex 2 –
 - iii. Annex 3 –
 - iv. Charges
 - v. Note: The Supplier's submitted Pricing Schedule as well as the budget and pricing elements of the Specification of Requirements will be used to inform the creation of this Annex.

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Sub-total				£ 218 264.50

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Part B – Non-staff/project team charges

<u>Item</u>	<u>No. of items</u>	<u>Price per item (ex VAT)</u>	<u>Total price per offered</u>
		£	£
		£	£
Sub-total			£

Part C – Sub-contractor charges

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Sub-total			£

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Sub-total (Part A + Part B + Part C)	£ 218 264.50
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- **Travel costs:** Any travels and costs associated to missions (hotels, meals, etc.) are lump sum and included in the price provided above.
- **Validity period:** The price offered in this proposal is held for 90 days from the date of submission.

- vi. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.

This Order Form will be signed by both parties electronically using the Authority's e-Sourcing Portal. Signatures will be attached to this document upon their execution.

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IV. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ Controlled ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the 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 Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts; (i) 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 Buyer has used its resources;

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“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party 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 the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

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“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”	<p>(a) the UK GDPR,</p> <p>(b) the DPA 2018;</p> <p>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</p> <p>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</p>
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“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;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

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“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (a) 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; (b) 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 (c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“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;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; or

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	<p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of

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	practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“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 as updated from time to time;

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“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 the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including 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;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;

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“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder)</p> <p>(https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable</p> <p>(https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p>

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	<p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“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) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

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- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the tender in Annex 4 and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

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- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).

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- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

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

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.

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- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

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- 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

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

- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

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

10 INTELLECTUAL PROPERTY RIGHTS (“IPRS”)

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

- 10.1.1 receive and use the Deliverables; and

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10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an **"IPR Claim"**), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

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- 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
- (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 Ending the Contract without a reason**
- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - 11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

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11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement of Annex 1 – Processing Personal Data (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;

11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and

11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

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- 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
 - 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - 12.2.1 any indirect losses; and/or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

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- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:
 - 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

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- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
 - 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 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 the Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - 14.8.1 "Controller" in respect of the other Party who is "Processor";
 - 14.8.2 "Processor" in respect of the other Party who is "Controller";
 - 14.8.3 "Joint Controller" with the other Party;
 - 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
 - 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
 - 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

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- (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

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- (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.9.5 The Processor must 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.
- 14.9.6 The Processor must notify the Controller immediately if it:
 - 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
 - 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.9.9.1 is not occasional;

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- 14.9.9.2 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
- 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 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 Part B Joint Controller Agreement of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part A Independent Controllers (*Optional*) of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

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- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

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16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

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

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

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20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

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

22 GIVING UP CONTRACT RIGHTS

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

23 TRANSFERRING RESPONSIBILITIES

23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

24 SUPPLY CHAIN

24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

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- 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
 - 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

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25 CHANGING THE CONTRACT

- 25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

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

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)**31 ENVIRONMENT AND SUSTAINABILITY**

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
 - 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

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33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

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

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V. Annex 1 – Processing Personal Data**Part A Authorised Processing Template**

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

The contact details of the Authority's Data Protection Officer are: DESNZ Data Protection Officer, Department for Energy Security and Net Zero, 1 Victoria Street, London, SW1H 0ET

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • Other Personal Data may be managed and provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority
Duration of the Processing	<p>Processing will take place from Contract Commencement for the duration of the Call Off Contract plus a 6 year retention period. The Contract will end as per the date detailed in the Order Form but may be extended for up to two months.</p>

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Description	Details
Nature and purposes of the Processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Order Form itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Contract.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Order Form itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Contract
Categories of Data Subject	Staff of the Buyer and the Supplier, including where those employees are named within the Order Form itself or involved within contract management.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>The Supplier will provide the Buyer with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase 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 Buyer that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Buyer's privacy notice found within the Invitation to Tender.</p>

Part B Joint Controller Agreement**1 JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES**

- 1.1 With respect to Personal Data for which the Parties are Joint Controllers, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data in replacement of Clauses 14.9 to 14.9.13 of the Conditions of this Contract. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controllers.
- 1.2 The Parties agree that the Supplier:

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- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for processing in connection with the Deliverables where consent is the relevant legal basis for that processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of paragraph 1.2 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2 UNDERTAKINGS OF BOTH PARTIES

- 2.1 The Supplier and the Buyer each undertake that they shall:
- 2.1.1 report to the other Party every 12 months on:
 - 2.1.1.1 the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - 2.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - 2.1.1.3 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - 2.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - 2.1.1.5 any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
- that it has received in relation to the subject matter of the Contract during that period;

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- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1.1 to 2.1.1.5 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 2.1.1.3 to 2.1.1.5 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this of this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 use best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that Processor Personnel:
 - 2.1.7.1 are aware of and comply with their duties under this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; and those in respect of Confidential Information
 - 2.1.7.2 are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - 2.1.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- 2.1.9 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;

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- 2.1.10 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
- 2.1.10.1 the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - 2.1.10.2 the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include the relevant parties entering into:
 - (a) Where the transfer is subject to the UK GDPR:
 - (i) The UK International Data Transfer Agreement (the "IDTA"), as published by the Information Commissioner's office under section 119A(1) of the DPA 2018 from time to time; or
 - (ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time and/or;
 - (b) Where the transfer is subject to the EU GDPR, the EU SCCs, as well as any additional measures determined by the non-transferring Party being implemented by the importing Party;
 - 2.1.10.3 the Data Subject has enforceable rights and effective legal remedies;
 - 2.1.10.4 the transferring Party 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 non-transferring Party in meeting its obligations); and
 - 2.1.10.5 the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
- 2.1.11 Each Joint Controller shall use its best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)**3 DATA PROTECTION BREACH**

- 3.1 Without prejudice to Paragraph 3.2 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the other Party and its advisors with:
- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;
 - 3.1.2 all reasonable assistance, including:
 - 3.1.2.1 co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - 3.1.2.2 co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;
 - 3.1.2.3 co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
 - 3.1.2.4 providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including the information set out in Paragraph 3.2 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;.
- 3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within 48 hours of the Data Loss Event relating to the Data Loss Event, in particular:
- 3.2.1 the nature of the Data Loss Event;
 - 3.2.2 the nature of Personal Data affected;
 - 3.2.3 the categories and number of Data Subjects concerned;
 - 3.2.4 the name and contact details of the Party's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - 3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and
 - 3.2.6 a description of the likely consequences of the Data Loss Event.

4 AUDIT

- 4.1 The Supplier shall permit:

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- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; and the Data Protection Legislation; and/or
 - 4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.
- 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data in lieu of conducting such an audit, assessment or inspection.

5 IMPACT ASSESSMENTS

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

6 ICO GUIDANCE

- 6.1 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Crown Body.

7 LIABILITIES FOR DATA PROTECTION BREACH

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

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- 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;
- 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or
- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in clause 36 of the Conditions (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):
 - 7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

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8 TERMINATION

- 8.1 If the Supplier is in Material Breach under any of its obligations under this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;, the Buyer shall be entitled to terminate the Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (Ending the contract).

9 SUB-PROCESSING

- 9.1 In respect of any processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- 9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - 9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10 DATA RETENTION

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

Part A Independent Controllers (*Optional*)

Not Used.

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)**VI. Annex 2 – Specification**

Note: The Specification of Requirements as published in the Invitation to Tender Document will be added here.

1. INTRODUCTION

A priority of the Department for Energy Security and Net Zero (“DESNZ” or “the Buyer”) is to tackle climate change at home and abroad and reach net zero UK carbon emissions by 2050.

The Global Carbon Finance Model (GLOCAF) is DESNZ’s in-house model of international carbon market and global decarbonisation scenarios at 5-yearly time horizons up to 2050. It is used to provide a robust evidence base to inform UK international climate change policy and strategy, modelling the most cost-effective distribution of abatement across sectors and regions given different abatement targets at global, regional or sectoral levels.

From an international perspective, outputs from the GLOCAF model inform the UK’s understanding of global decarbonisation scenarios and implementation of international climate commitments.

Domestically, GLOCAF outputs are used as part of the evidence base that informs the emissions targets included in domestic legislation, as set out in the carbon budgets orders^[OBJ], the net zero 2050 target and carbon valuation^[OBJ], which references the GLOCAF model.

GLOCAF currently allows modelling of up to 26 countries/regions (including emissions from international aviation and maritime transport as separate ‘regions’). These are specified in the essential criteria below. Together, these countries/regions provide global coverage. For example, the Americas are currently split into six countries/regions: Canada, USA, Mexico, Rest of Central America, Brazil, and Rest of South America. GLOCAF can currently model up to 27 sectors.

The aim of this procurement (the “Project”) is to provide an updated dataset of historical and projected emissions from energy, industry sectors and non-energy uses; carbon dioxide and non-carbon dioxide emissions, e.g. methane; and abatement costs across a regional and sectoral disaggregation used as inputs to the GLOCAF model. The necessary breakdowns are outlined below in the objectives of the Project.

Policy Context to The Requirement

Updated energy and industry emissions are key to maintaining GLOCAF in its role to support key UK government climate priorities, namely to demonstrate progress to keep 1.5°C alive, accelerate sectoral decarbonisation and align financial system with Paris climate targets².

² <https://unfccc.int/process-and-meetings/the-paris-agreement>

2. AIMS AND OBJECTIVES OF THE PROJECT

Up-to-date estimates on emissions and abatement potentials within energy and industry sectors will be used in support of policy programmes and initiatives within DESNZ. The data will support modelling of a range of climate scenarios including those consistent with the Paris Agreement temperature objective (e.g. well below 2 degrees above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5 degrees above pre-industrial levels) reflecting the latest developments and projections in markets, technology and household behaviour, as well as country commitments to tackle climate change.

Historic data and projections of emissions from energy sectors, including process emissions, non energy uses, and the costs of reducing them are required, at global coverage:

- i. Projections of a Business as Usual ["BaU"] / current policies emissions scenario are required.
- ii. The costs of reducing emissions need to be modelled in the form of marginal abatement cost curves ["MACCs"] for at least the period 2020-2050.

The BaU provides a counterfactual from which MACCs can be subtracted to model future emissions projections given different action scenarios. It is necessary that the MACCs reflect a range of action pathways. Traditionally the MACCs have simulated 3 approaches to climate action:

- 1) progressive climate action policy adoption, or rather a linearly increasing carbon price;
- 2) early action reflecting largescale, near-term investment in climate ambition policies and technology, modelled by a faster rise in carbon prices in the near term; and
- 3) delayed action where action is deferred and the carbon price follows an exponential growth shape reaching high marginal costs.

The Supplier will suggest further sensitivities that may increase the scope of scenarios modelled as part of their tender submission which, following review from the Buyer may be requested to be adopted during delivery of the Contract.

At a minimum, coverage including historical emissions for the years 1990 – to most recent historical data point. and projections and MACCs from 2025 – 2050 should be provided at 5-yearly intervals. Projections and abatement for the years 2060 and 2070 are highly desirable.

Reduced accuracy for outputs relating to later years (e.g. greater uncertainty associated with longer future horizons) or path dependencies across time periods (e.g. future abatement options being precluded by historical abatement decisions) should be clearly described.

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The Project needs to be completed in February 2025 .

3. ESSENTIAL CRITERIA

Currently GLOCAF is informed by the following input data. We seek to update these estimates to maintain the same level of functionality and support to policy.

Emissions data

We require both historic emissions and projections of future emissions (BaU).

(1) Historical emissions data

The dataset needs to include emissions data from 1990 to the latest historical year, as recent as possible. These should be calibrated to UNFCCC figures where available with any deviations explained.

(2) BaU projections

The dataset needs to include BaU projections to at least 2050, at a minimum of 5-yearly intervals.

The BaU projections must include:

- a) regional end user energy price data for residential and industry sectors,
- b) gross inland energy consumption,
- c) electricity capacity and production figures,
- d) and detailed final consumption for energy and non-energy uses.

The above data should be broken down by the following sources :

- i. Oil
- ii. Gas
- iii. Coal
- iv. Biomass & waste
- v. Nuclear
- vi. Hydro
- vii. Wind
- viii. Solar
- ix. Other

Abatement data

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)**(3) Marginal Abatement Cost Curves**

The dataset needs to include MAC curves at a minimum of 5-yearly intervals: 2030, 2035, 2040, 2045 and 2050. Although the scope of the project is up to 2050, an extension of MAC curves beyond this point to include 2060 and 2070 would be highly desirable but not essential.

Abatement data should be in:

- a. CO₂ for carbon dioxide emissions
- b. MAC curve outputs need to be broken down into increments to be agreed between the Buyer and the Supplier early once the Contract is being delivered.
 - i. As a rough guide MACCs should cover a range from \$0/tCO₂e to \$1000/ tCO₂e, or up to what can reasonably be considered a maximum relevant carbon price. Justification needs to be given for the choice of maximum carbon price. The Buyer anticipate that expensive abatement options will enable DESNZ to model high emissions abatement scenarios – the most marginal emissions.
 - ii. Maximum carbon prices will be agreed between the Buyer and the Supplier. Maximum carbon prices can differ between sectors.
- c. All assumptions about available technologies underlying each MAC curve should be clearly stated and explained in the accompanying report, giving details on technology costs and the rationale for their estimation.
- d. The distribution of abatement across abatement options employed at each point on the MAC curve should be clearly specified
- e. Abatement options are expected to include but need not be limited to:
 - i. Behaviour change in the form of mobility change and modal shifts.
 - ii. Fossil fuel switch
 - iii. Energy efficiency
 - iv. Biomass Energy with Carbon Capture and Storage [BECCS] with underlaying biomass assumptions clearly defined, within sustainability limits to be agreed with the Buyer.
 - a. Agriculture , Forestry and other Land Uses [AFOLU] emissions and abatement data is procured separately . Biomass assumptions made as part of this energy sector commission will need to be in line with those of the AFOLU dataset . A maximum sustainable limit of biomass will be agreed with the Buyer.
 - v. Hydrogen with distinctions made between grey, blue and green hydrogen.
 - vi. Ammonia
 - vii. Electrification of end-use energy sectors
 - viii. Renewables, with breakdowns across the different renewable sectors e.g. Wind, Solar PV
 - ix. Nuclear

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- f. A range of MAC curves are required to illustrate abatement pathways indicative of different approaches to mitigating climate change. There needs to be a meaningful difference in abatement approach between the different modelled MACC pathways. At a minimum they must approximate, with justification given as to how this is achieved:
- i. An early action abatement strategy maximising cumulative reductions
 - ii. A progressive policy abatement strategy,
 - iii. A delayed action abatement strategy.
- (4) All emissions data and MACCs should be disaggregated by Country/region, sector and emissions type:
- a. Individual countries/regions which are essential are:
 - i. all G20 Countries, including the two regional bodies EU and African Union.
 - ii. Emissions from other geographical regions are also needed so that all countries and regions sum to give global coverage.
 - iii. Other regions and countries presently used in the GloCaF model are Middle East, Northern Africa, Oceania, Rest of Central America, Rest of Europe (i.e. non-EU), Rest of Former Soviet Union, Ukraine, Rest of South America, Rest of South Asia, Rest of South-East Asia, and Rest of Sub-Saharan Africa. Similar – or the same – regions and countries are required.
 - iv. Other regions presently needed for analysis are Viet Nam, Thailand, Malaysia.
 - b. Sectors which are essential are:
 - i. Power
 - ii. Industry
 - iii. Agriculture (emissions from energy demand e.g. machinery or heating, as opposed to land use)
 - iv. Transport
 - a. Road
 - b. Rail
 - c. And other transport
 - v. Domestic aviation
 - vi. International Aviation and International Maritime
 - vii. Processing emissions
 - viii. Methane Energy and Industry
 - ix. Methane waste emissions
 - x. Nitrous oxide Energy and Industry emissions
 - xi. Nitrous oxide waste emissions

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- xii. Hydro-flouro carbons
- xiii. Other F-gases
- xiv. Chemical emissions
- xv. Non-metallic materials
- xvi. Steel
- xvii. Other industry not covered in previous categories
- xviii. Other transformation not covered in previous categories.
- c. Negative emissions technologies which are essential are:
 - i. direct air carbon capture [DACCs].
 - a. DACCs must be modelled such that it is consistent with abatement scenarios as defined for the MACCs, as cost-based competition of emissions removals of global residual emissions. These are to be regionally attributed according to regional projections of storage capacity and competition for storage capacity, infrastructure, capital investment and operational expenditure.
 - b. Where possible we would want the technology type classified i.e. low, medium and high temperature DACC, which affect operating plant energy demands
 - ii. bioenergy with carbon capture and storage [BECCS], to include
 - a. power BECCs
 - b. hydrogen BECCs
 - iii. With some explanation of any relationship/competition between DACCs and BECCs deployment in infrastructure siting.
- d. Emissions and emissions reductions which are essential are:
 - i. Carbon Dioxide [CO₂] emissions from Energy sectors for each region
 - ii. Non-CO₂ emissions from Energy, Industry, Transport, Buildings and Waste sectors for:
 - a. Methane [CH₄]
 - b. Nitrous Oxide [N₂O]
 - c. Hydroflourocarbons [HFCs]
 - d. And other F-gases [PFCs and SF₆]
 - iii. Units of emissions should be in megatonnes
 - a. CO₂ for carbon dioxide emissions
 - b. CH₄ and CO₂e for Methane emissions
 - c. N₂O and CO₂e for nitrous oxide emissions
 - iv. The GWP for non-CO₂ emissions where converted to CO₂e should be stated explicitly. It is a requirement that non-CO₂ emissions CO₂-equivalent are expressed in GWP100 from IPCC AR6.

Data to inform DESNZ's Global Carbon Finance Model (GLOCAF)**(5) Key Energy Outputs at future energy demand projections**

a breakdown of the key energy outputs of MAC curves as modelled for price points that predict a 1.5 and well-below 2 degree outcome scenarios to be agreed with the Buyer, e.g. fossil fuels vs. renewables vs. energy efficiency vs. Nuclear vs. fuel switch.

Non-essential Criteria:

The following criteria are non-essential but are highly desirable. They have been ordered by priority (high to low):

1. Further country disaggregation, specifically the following are strongly expected :
 - i. Nigeria,
 - ii. Pakistan
2. BaU emissions projections for 2060 and 2070 would be highly desirable , with discussion of the uncertainty concomitant with extrapolations beyond 2050.
3. Further sector disaggregation, specifically:
 - i. mining of critical minerals .
4. Further abatement options, specifically:
 - i. Engineered greenhouse gas removals e.g. Biochar and enhanced weathering
 - ii. Wider deployment of hydrogen abatement for example in the maritime sector,
 - iii. Other behaviour change.
5. Further country disaggregation, specifically
 - i. Iran,
 - ii. Democratic Republic of Congo,
 - iii. All Member States and EEA-EFTA countries covered by the EU ETS shown separately.
 - iv. Additional individual countries and disaggregation to encompass all 195 countries is encouraged.
6. Key energy outputs of MAC curves, e.g. fossil fuels vs. renewables vs. energy efficiency vs. Nuclear vs. fuel switch, as modelled for significant carbon price points to be agreed with the Buyer, of each of the early action, progressive policy and delayed action scenarios.
7. The BaU is expected to be a projection of emissions from current policy emissions, but we invite a BaU sensitivity that includes different economic scenarios.
8. Output variables for sectors within the BaU, such as steel produced or vehicle miles travelled, so that emission intensity can be calculated.
9. Detailed calibration to current policy scenarios for key countries , max 5 (e.g. India, China, Indonesia)
10. We also invite a BaU sensitivity that would include net zero commitments that have been made, but not legislated.

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11. Explanation of how political factors have been represented and considered in the analysis.

The Buyer will derive projections using an energy model drawing on key variables such as energy demand and fuel prices and macro-economic parameters of GDP and population data.

Historic emissions should be calibrated to UNFCCC figures where available with any deviations explained. Projected emissions data must be aligned to internationally recognised and accepted sources for historical and projected emissions.

In the past the International Energy Agency's World Energy Outlook (IEA WEO) Current Policies scenario and most recently the Stated Policies Scenario, and Global Energy and Climate Outlook have been used to benchmark projections . If the Supplier wishes to suggest a similar alternative to calibrating to the IEA WEO, then they should provide a justified rationale to be agreed by the Buyer.

The model used to produce the projections should be calibrated so that BAU emissions are as close as possible to the projected emissions from the internationally recognised source at both global and regional levels. Other key variables such as GDP, population, fuel prices and energy demand should also be calibrated to the chosen internationally recognised source as closely as possible. The Buyer will indicate how close their projections will be to the internationally recognised source's totals for:

- GDP and population
- main categories (e.g. Total CO₂, Total primary energy demand, etc)
- sub-categories (e.g. Coal within Total CO₂, Coal within Total primary energy demand, etc)

The degree of robustness and reliability of outputs and any differences across countries and sectors must be clearly explained.

For instance, any data limitations or policy uncertainty for particular sectors and/or countries which make particular outputs more or less accurate or reliable than others should be clearly communicated to the Buyer and during data modelling and described in the report.

All assumptions about available technologies and assumptions as to competition between abatement options underlying each MAC curve should be clearly stated and explained in the accompanying report. It is highly desirable to have endogenous technology costs, or at least have these vary between the different MACC action scenarios.

All model and data assumptions must be agreed with DESNZ and a log provided for quick reference. A full list of variable and abatement option definitions must be shared with the Buyer.

A log of quality assurance measures carried out in review of the data deliverables must be shared with DESNZ, including

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- a. Benchmarking of projections against internationally recognised comparison data,
- b. Justifications for any data changes or anomalies,
- c. Validation, verification and sensitivity tests done.

Further to this the Supplier will make the case for significant enhancements and sensitivities within their tender submission, which will form their delivery plan, especially those which will prolong the lifetime of this dataset. These are expected to be projections of BaU or MACCs at the regional and sectoral breakdown in-line with specified scenarios, for example, but not limited to:

- I. Extended country coverage
- II. Energy storage technologies
- III. Hydrogen abatement in the maritime sector
- IV. Demand management – energy efficiency vs. behavioural change
- V. Net zero pathways e.g. a BaU that reflects current Net Zero commitments that have been made but not legislated.
- VI. Temperature targets
- VII. Detailed calibration to current policy scenarios for key countries
- VIII. Scenarios geared towards particular technology deployment options or allowing for technology failure in terms of viability or adoption e.g. CCUS, Nuclear, or other technologies.
- IX. Any significant assumptions or parameters in the modelling that results are sensitive too, e.g. discount rates, calibration factors, or any other variable that affects take up and cost of options e.g. for electric vehicles

Format of data

All emissions, MAC curves and other data should be provided to the Buyer in a format/template to be agreed between the Buyer and the Supplier in the course of the project. This could include but is not limited to data in .xlsx, .csv or other format suitable for directly ingesting into a database.

Accompanying report

Datasets must be accompanied by a report. The report will act as a reference for the data, to be shared with naïve stakeholders. It must therefore cover at a minimum the following areas:

- Underlying assumptions and background information which is necessary for understanding the outputs, such as technical definitions of sectors and abatement options.
- Methodology used in analysis, including derivation of BaU emissions projections and MAC curves
- Brief qualitative discussion of outputs, explaining any anomalies and/or counter intuitive results, any differences over time, across countries/regions and across sectors, and residual emissions / constraining factors to further mitigation

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- An assessment of what is driving BAU emissions, abatement potential and costs for key countries/regions and changes in the last year since the previous data update.
- An assessment of remaining emissions, and constraints to further abatement, at maximum mitigation potential
- Any limitations to the inputs, approach and/or model used to produce the BAU emissions projections and MAC curves.
- Quality Assurance plan and an explanation of calibration used to internationally recognised source and GWP factors used for conversion of non-CO2 emissions .

4. TIMELINE AND DELIVERABLES

The outputs from the Project will as a minimum be the following:

- i. Historical data on all sectors and regions provided;
- ii. Dataset of BaU emissions meeting the specifications outlined in this tender;
- iii. MAC curve data meeting the specifications outlined in this tender;
- iv. A quality assurance log in-line with DESNZ modelling QA guidance, including references to supporting evidence of the assurance update, such as verification and sensitivity tests done;
- v. A detailed analytical report will accompany the data outlining details of methodological approach and quality assurance, including:
 - a. underlying assumptions and background information in order to understand outputs,
 - b. the methodology behind the derivation of BaU and MACCs,
 - c. quality assurance examining the causes of any discrepancies between different data sources/assumptions or counter-intuitive regional/sectoral results
 - d. and discussion of estimates in terms of evaluating robustness, reliability, external validity, limitations and constraining factors;
 - e. A review of data sources and benchmarks including discussion of estimates in terms of robustness, reliability, limitations and constraining factors;
- vi. Powerpoint and Data presentations to steering board at a minimum of two key project milestones, giving opportunity for constructive engagement and feedback on data and approach;
- vii. Concluding Summary Workshop by the Supplier on their modelling and assumptions as well as lessons learnt from the process.

There is no expectation that deliverable vi or vii need be conducted in person and may be conducted via Teams or equivalent software.

Delivery timescales

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It is a priority to DESNZ that the project is delivered by mid-February 2025.. It is highly desirable to have finalised BAU projections delivered by November, but we prioritise data-quality over expediency in the realisation of this goal .

An proposed timeline is given below:

- October: benchmarking and BaU and model assumptions
- December: finalised BAU and steering board presentation
- January: first draft MACCs
- February: finalised MACCs and steering board presentation
- March: Key Energy Outputs and Report.

5. GOVERNANCE AND WORKING ARRANGEMENTS

The Supplier will be expected to identify one named point of contact through whom all enquiries can be filtered. Where requested, access to the Supplier's analysts, including but not necessarily limited to assisting with analytical queries and discussing analysis, should also be facilitated by the point of contact.

A project manager from the Buyer will be assigned to the project and will be the central point of contact for the Supplier. The project manager will be available to answer queries and support development regularly, at least at a frequency of once every two weeks. This can be assessed with the Supplier if greater frequency is required, for example towards the end of the project.

The project manager, the Analytical lead, and the SRO of the Buyer's team from which this funding comes, will be responsible for signing off the final outputs of the research project.

6. OWNERSHIP AND PUBLICATION

The Buyer will own the intellectual property of all deliverables. The Supplier reserves the right to discuss the possibility for publication of data or analytical products of data.

The Buyer reserves the right to make the final decision about whether and how to publish the outputs, in line with internal protocols on publication approvals, publication template, branding, accessibility, publication location, and communications handling advice. All deliverables should be in English and in a clear and accessible language.

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

7. QUALITY MANAGEMENT

The Supplier should have measures in place to ensure that **all** deliverables produced are of a high quality.

In particular, the final deliverable must be:

- Inclusive of, as minimum standards, those measures detailed in the Government Social Research Code, The Green Book and The Magenta Book where appropriate.

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- Appropriate for publication by a Government department.
- **Free from any errors** (such as, but not limited to, factual, grammatical, and formatting errors).
- Appropriately and robustly quality assured; approved by a senior member of the Supplier's team; and supported by a detailed quality assurance log.
- Reflective and inclusive of the proposals made by the Supplier in their original tender.
- In alignment with the '[Aqua Book](#)' guidance on producing quality analysis, or in alignment with the Supplier's own quality assurance processes, as long as the Buyer deems this to be of sufficient quality.

If the Buyer deems that the final deliverable is of unsatisfactory quality, for example, it contains grammatical errors or is insufficiently quality assured, then the Buyer reserves the right to make rounds of comments on areas that require addressing on the final deliverable. The Buyer also reserves the right to withhold final payment until a final deliverable of satisfactory quality, as deemed by the Buyer, is delivered.

The Buyer expects **all** deliverables to be of a high quality. However, the Buyer appreciates that other deliverables (this meaning those deliverables that are **not** the final deliverable, such as a draft report) may contain some minor errors.

Suppliers should factor quality assurance measures into workplan timelines.

8. QUALITY ASSURANCE (QA) OF MODELLING

If modelling is used in this project, it should include the delivery of a DESNZ pattern QA Log for modelling, which is additional to a standard QA Log.

If the supplier has proposed to use modelling in their bid, then all models and modelling must be quality assured and documented.

[This link](#) contains an externally accessible version of the Buyer's Modelling QA guidance, and the modelling QA log. The modelling QA log should be filled during the project and submitted at project completion as a deliverable to demonstrate the QA undertaken.

When models are submitted to the Buyer, during the project or at completion, they should be accompanied by confirmation by a senior (partner or equivalent) of the contracting organisation, that the assurance has taken place in accordance with approaches outlined in the QA plan agreed with the Buyer. Evidence of testing through development provided in support of the QA Log ratings greatly improves the level of confidence in it.

For all projects, suppliers must supply quality assurance evidence for any existing models they wish to submit to the Buyer. This must be:

- to a standard that is at least the equivalent of the Buyer's internal standard, available at [this link](#)
- accepted as suitable by the Buyer.

9. ARTIFICIAL INTELLIGENCE

Where the supplier, or any of its sub-contractors, plans to use Artificial Intelligence (AI) or machine learning tools, including large language models, in the creation of deliverables, the supplier must inform the Buyer and the use of AI must be approved in advance. Where AI tools have been used in the creation of deliverables, the supplier and / or its sub-contractors, must check and verify deliverables for accuracy.

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The supplier, or any of its sub-contractors, must not use confidential Buyer information, or information not already in the public domain, as training data for AI systems, for example, using confidential Government information gained from the contract to train AI or Large Language Models.

10. SUB-CONTRACTORS

The Supplier must have measures in place to manage any sub-contractors and ensure that their selection is conducted in an open and transparent manner.

11. SOCIAL VALUE

In addition to the aims, objectives and outcomes of the project, all UK Government contracts are required to contribute to wider social value as an additional benefit of the contract. Social value is a broad term used to describe the wider social, environmental and economic effects of an organisation's actions, and how they contribute to the long-term wellbeing of individuals, communities and societies. More detail can be found [here](#).

Social value is not just a policy requirement. Social value directly supports the mission of DESNZ and DESNZ International Net Zero. We require the selected Supplier to deliver social value in the delivery of this contract. Although the whole of the specification of this project could be considered as contributing to social value, this element is specifically focussed on how the evaluation contract is delivered by the Supplier and is not about the technical delivery methodology per se. Commitments on the inclusivity and benefits of the methodology should be included in the wider technical proposal.

Social value is not a specific costed activity but is an added co-benefit of delivery and an approach to delivery that is expected of all DESNZ suppliers.

1. RISK APPETITE, FRAUD, AND CORRUPTION

DESNZ has a zero tolerance to fraud and corruption (including personal conflicts of interest). DESNZ also has very stringent requirements regarding safeguarding of anyone who might be affected by the project.

12. BUDGET

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The Buyer has created a 'genuine pre-estimate' of costs for this service. The budget is up to £220,000 exclusive of VAT, and inclusive of all non-UK taxes. Payment will be fixed price with payments to be made based on milestones.

13. PAYMENT

Bidders will provide an invoice schedule as part of their Commercial Proposal which should be taken into consideration in the estimated budgets and timelines. The Buyer would anticipate two invoices during the project delivery, but alternatives may be proposed by the Bidder.

Price will be fixed based on the commercial offers made. Payments, in Euros, will be linked to delivery of deliverables. The indicative milestones and phasing of payments is to be as detailed in the Pricing Annex.

Any payment conditions applicable to the prime Bidder must also be replicated with sub-contractors.

The Buyer aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of Contract. We expect that this will be replicated in any sub-contractor arrangements and the Buyer may request evidence that this is the case.

The Buyer reserves the right to amend the Contract to increase the scope of activities required of the Supplier, so long as any additional activities meet the objectives of the Contract. Contract amendments would be managed by a formal variation process and will be made with mutual agreement with the Supplier. This is only permitted if the proposals are compliant within the remit of Public Contracts Regulations 2015.

14. PERFORMANCE

To monitor delivery throughout the process, the Buyer will produce timelines with ongoing working group discussions. The Buyer will also set clear formal check-ins on the status of the key deliverables, checked against a risk register. This will help identify risks of timeline slippage early, and act accordingly to mitigate.

The Buyer will manage the Contract and have regular performance discussions with the Supplier, at least every 2 weeks. Where the quality of deliverables are failing to meet the Buyer's expectations identified in both these requirements and the Supplier's tender submission, the Buyer will work with the Supplier to identify measures to remedy these performance issues.

Where deliverables are taking significant rounds of comment from the Buyer prior to signing off as complete, the Buyer will only pay the amount given in the Contract and will not pay for additional drafting above and beyond expected. As such engagement with the Buyer during the drafting process to ensure that the final documents will be acceptable is essential.

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VII. Annex 3 – Charges

Note: The Supplier's submitted Pricing Schedule as well as the budget and pricing elements of the Specification of Requirements will be used to inform the creation of this Annex.

Annex A: Pricing Schedule - Enerdata

Instruction: Please complete this annex and include it as a separate attachment to your submission.

Please complete multiple versions of this if your submission includes variations or options.

Part A – Staff/project team charges

Set up Costs – please specify	
Expenses	

<u>*Grade/level of staff</u>	<u>Daily rate (ex VAT)</u>	<u>No. days offered over course of contract</u>	<u>Tasks to be undertaken on this project</u>	<u>Total price offered per staff member</u>
Project manager				
Support project manager				
Senior Analyst 1				
Senior Analyst 2				
Analyst				
Sub-total				£ 218 264.50

[*Suppliers should also include sub-contractors]

Part B – Non-staff/project team charges

<u>Item</u>	<u>No. of items</u>	<u>Price per item (ex VAT)</u>	<u>Total price per offered</u>
		£	£
		£	£
Sub-total			£

Part C – Sub-contractor charges

/

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<u>Item</u>	<u>No. of items</u>	<u>Price per item</u> <u>(ex VAT)</u>	<u>Total price per</u> <u>offered</u>
		£	£
		£	£
Sub-total			£

Part D – Full price offered

Sub-total (Part A + Part B + Part C)	£ 218 264.50
VAT	£ 0.00
TOTAL (Sub-total + VAT)	£ 218 264.50

Invoicing Schedule:

Activity	Date of Invoice	Price (£)	VAT
Validation spreadsheets for GDP, population and exogenous fixation of fossil fuel prices (15%)	30/09/2024		0.00
Delivery of final BAU results (40%)	30/11/2024		0.00
Delivery of final MACCs (linear and other) (30%)	15/01/2025		0.00
Delivery of final report (15%)	15/02/2025		0.00
Total		218 264.50	

Enerdata draws DESNZ attention on the following:

- **Contract currency:** As for the latest GLOCAF updates, the contract will be made in Euros. Total price of the offer is fixed at **€253,305.38** (£218,264.50 as of 8 August, 2024) excluding VAT. All payments will be made in Euros according to the above schedule.
- **Travel costs:** Any travels and costs associated to missions (hotels, meals, etc.) are lump sum and included in the price provided above.
- **Validity period:** The price offered in this proposal is held for 90 days from the date of submission.

Annex 4 – Supplier Tender

Data to inform DESNZ's Global Carbon Finance Model (Proposal, August 2024)



QUESTION 1: DATA COVERAGE

Enerdata's proposed data coverage is directly available in the MS-Excel workbook in Annex, as required by the tender requirements.

QUESTION 2: QUALITY OF THE SOLUTION

2.1. Introduction

Enerdata is pleased to send this proposal to the Department for Energy Security & Net-Zero, on **Data to Inform DESNZ's Global Carbon Finance Model**, as a response to the Invitation to Tender with the Reference Number prj_3965.

DESNZ would like to benefit from **Business as Usual (BAU) emissions data and corresponding Marginal Abatement Cost Curves (MACCs)**. Enerdata understands that this work is part of DESNZ's effort tackling climate change. More specifically, DESNZ uses its in-house Global Carbon Finance (GLOCAF) model to support analysis on the **UK position in International negotiations on emissions reduction policies at global level**.

For such analysis and a comprehensive understanding and quantified assessment of individual Parties of the Paris Agreement, DESNZ needs to inform its decisions with **quantitative tools able to assess the level of climate ambition of individual countries**, including Nationally Determined Contributions (NDCs) and beyond, along with the **associated costs of GHG mitigation in the various sectors of the economy**.

DESNZ's requirements for this work have the objective of updating a major part of GLOCAF's underlying **Marginal Abatement Cost Curves (MACCs)**, namely those related to the **energy sector**, while other MACCs, e.g. for non-CO₂ emissions in the agriculture sector, and for land-use, land-use change and forestry (LULUCF) are provided to DESNZ through other channels.

Enerdata has a long experience of **producing emissions projections for DESNZ, both BAUs and MACCs, which have been used in the GLOCAF and BCPM models for the past 15 years**, as well as MACCs and scenarios looking at the EU ETS and EU climate policies for 2020, 2030 and beyond. In particular, **Enerdata provided BAU emissions and MACCs for the GLOCAF model from 2007 to 2023, and for short term carbon values (BCPM) from 2012 to 2023**. Based on its experience with numerous other large projects involving MACC analysis and carbon markets research, Enerdata thinks it is excellently placed to conduct the work stipulated in the specifications.

This project will aim at producing an agreed **BAU scenario until 2050**, calibrated within the POLES-Enerdata model, and providing sets of associated MACCs **simulating various degrees of carbon policy intensities and profiles**. The MACCs themselves and the underlying factors that lead to these reductions will be as detailed as possible. More information on the POLES-Enerdata model can be provided upon request. The data, which will constitute the basis for updating the energy-related MACCs of the GLOCAF model, will be accompanied by a report providing details on the methodology used and a discussion of the key findings.

2.2. Methodology by Tasks

2.2.1. Task 1: Production of a BAU Energy and Emissions Scenario by 2050

Approach

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Using the tools at its disposal and developed for recent projects with DESNZ and other clients, Enerdata will start by producing the BAU scenario from which MACCs will be derived. The work will use the most up-to-date databases of Enerdata and POLES, including a complete historical dataset up to and including 2023 for economic growth, energy demand (and associated emissions), energy prices, power production and power capacities for all world regions.

As for the last data update for GLOCAF, Enerdata suggests producing a customised BAU based on Enerdata's own BAU scenario, called EnerBase (from the EnerFuture service, last updated in 2022). This scenario is very similar to the (deprecated) WEO-CPS in principle but can still differ due to different assumptions and modelling specificities. It leads to higher emissions than the WEO-STEPS that is still produced by the IEA. EnerBase could be positioned against a variety of internationally recognisable scenarios from different sources (IEA, IRENA, World Energy Council, BP, etc.) to highlight major discrepancies and the potential need for adjustment on key variables, but would retain most of its specificities as long as they are justified by Enerdata and accepted by DESNZ.

Emissions in the BAU scenario are considered as baseline, and change over time via dynamic effects that are attributable to current adopted policies and not attributable to additional climate-related policies that might be implemented in the future (i.e. the carbon price that is introduced to generate the MACCs). The MACCs are then produced by observing the abatement incurred by applying various carbon prices to the baseline scenario.

Deliverables

An MS-Excel workbook will be delivered to DESNZ, providing full energy and emissions balances per country and world region, per sector, sub-sector and per fuel, according to the data coverage specified in Question 1, in the format previously elaborated and refined with DESNZ.

In addition, a quality assurance log (also in MS-Excel) will be provided containing all major input and parameter changes with an assessment of both their impact on the results of the BAU, and their expected impact on the MACCs.

2.2.2. Task 2: Generation of MACCs including sub-sectoral technology options

Approach

Once the BAU scenario is completed, the MACCs are then constructed through the introduction of a "carbon shadow price" that adds a premium to fossil fuel prices based on their CO₂ emissions content and represents the level of effort necessary to achieve abatement actions. The carbon price affects the competitiveness of fossil fuels in the energy system and energy prices as a whole, which impacts the model in different ways: Fuel switching towards low-emitting or non-emitting energy sources; Switch to more efficient technologies; Behavioural changes, i.e. decrease in energy uses in reaction to energy prices; Investment in carbon capture technologies.

As a consequence, the system becomes less carbon intensive as the carbon price increases. Abatement at a given time is calculated as the difference between the emissions level (for each sector and country) obtained with an additional carbon price, compared to the BAU scenario.

POLES-Enerdata benefits greatly from an integrated approach, which allows to consider interactions between sectors and between technological options within a given sector. For example, the contribution of electrification to abatement in final demand is conditioned by the level of decarbonization reached in power generation, which in our approach occurs simultaneously with the introduction of a carbon price across all sectors.

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Another specificity of the approach is the notion of competition between available abatement options, while expert-based MACCs which do not rely on a modelling environment usually have to consider abatement options in isolation. For instance, the deployment of abatement technologies in power generation is limited by the electricity demand, which is endogenously determined. This means that an increasing electrification rate enhances the potential of renewables or CCS in the power sector, while energy efficiency measures diminish it on the other hand. Moreover, competition within the power sector means that the adoption of a technological option is at least partly to the detriment of another: if e.g. wind energy is the cheapest option, it will be developed more significantly than solar power or CCS options. It should be noted however that POLES-Enerdata does not follow a "mass adoption" of the cheapest technology. Instead, several technological options are adopted simultaneously in a lesser or greater degree in a dynamic process. We consider this to be an asset of our approach compared to other approaches based on optimisation, which adds realism and reliability.

POLES-Enerdata operates in a hybrid manner between top-down and bottom-up depending on the considered sector. While in most cases, the techno-economic granularity of the model allows to directly provide the contribution to the different technological options to the abatement at a given carbon price, in other sectors, we derive such results using Enerdata's AERO tool¹.

The emissions reduction options considered and provided in the associated deliverable are precised in the annex to Question 1, and are aligned with previous year's deliveries, with additional details provided on different hydrogen forms, and on hydrogen derivatives for international maritime & aviation, as well as behavioural effects in the buildings sector, and additional details for DACCs (see section on added value compared to last year below).

Additional details on the methodology for obtaining the MACCs can be provided on demand.

Deliverables

An MS-Excel database of sub-sectoral technology options behind the MACCs provided in Task 2, and a QA log summarizing the MACC production process will be produced as well. The MACCs will cover the forecast period and be provided for the carbon price paths specified in answer to question 1.

2.2.3. Task 3: Key Energy Outputs

Approach

A breakdown of key energy outputs of MAC curves will be provided to DESNZ, similarly to what was provided in past assignments, and for relevant carbon price points. These price points will be agreed with DESNZ, and Enerdata offers to provide results for 3 of these, which could therefore include points compatible with a 2°C scenario, a 1.5°C scenario, and a 3rd point to be defined, which would be detailed with different trajectories (early action, progressive policy and delayed action scenarios).

Deliverables

An MS-Excel workbook will be delivered to DESNZ, providing results for gross inland consumption, final consumption by fuel, by sector, and by fuel and sector, along with electricity generation by source. Results for the different regions covered will be provided in separate

¹ AERO documentation can be provided on demand.

worksheets. The results file will be similar to what Enerdata provided in the previous assignment.

2.2.4. Task 4: Report on Methodology and Discussion of Results

Approach

A workshop will be held around the end of the project and ahead of the sign-off of the MACCs, to present the results of the BAU and the MACCs to the Steering Group.

The quantitative deliverables will be accompanied by a short report (around 20 pages excluding annexes) or slide deck focused on the methodology and underlying assumptions used in the modelling and the BAU and MACCs production, as well as a short discussion of the findings. It will consist of:

- The process used to create the scenarios (assumptions, calibration process, in Task 1).
- The process to produce the sectoral MACCs derived in Task 2.
- A discussion of the relevance of the main findings with regards to the assumptions that were made and the wider international context.

Deliverables

An MS-Word and PDF report detailing the methodology used, issues raised during the work conducted, and key insights in the sectoral abatement potentials.

2.3. Additional value compared to the previous update

Thanks to an increased budget compared to the previous edition of this assignment, Enerdata is pleased to offer additional value to DESNZ, in terms of additional results and increased quality of coverage for specific technologies, summarized below (in line with response to question 1):

- Additional country coverage: Thailand, African union (total African continent, i.e. including suspended states).
- Provision of BAU results for 2060.
- Provision of Key Energy Outputs (which was added as an option last year), with 3 different sets provided (compared to 2 in our previous delivery), with the 3rd set detailed for linear, cubic and cubic root trajectories.
- Refined precision of modelling on the following topics:
 - Hydrogen & derivatives: breakdown of hydrogen types (green, grey, blue), ammonia & methanol in maritime sector, other derivatives in aviation.
 - Enhanced competition between the BECCS and DACCS technologies, through an explicit representation of CO₂ storage capacities.
 - Enhanced representation of DACCS thanks to modelling of 2 competing technologies, instead of a single one.
 - Addition of an abatement option relative to behaviour changes in buildings, and their impact on the energy service required to heat a building. This will enable to better differentiate between energy sufficiency and efficiency gains.

Please note that the workload and budget associated with these additions has directly been integrated under the tasks 1, 2 and 3, in the workplan and price schedule.

Enerdata is open to discuss with DESNZ, at the start of the project, to see if there are any other possible improvements that would be of higher priority. If so, and if these other improvements are feasible with the same time budget, Enerdata would be flexible to change the above proposition.

QUESTION 3: TEAM STRUCTURE, EXPERIENCE & EXPERTISE

3.1. Overview

Enerdata is an independent information and consulting firm specializing in global energy and carbon markets. The company has over 30 years of experience in economic issues related to midstream and downstream energy. As an independent research and consulting firm established in 1991, it specializes in the analysis and modelling of global oil, gas, coal, power, renewables and carbon markets. We help our clients shape their business and strategic planning, energy and climate policies and challenge development and investment decisions.

Enerdata's Energy Transition Indicators & Pathways department will be involved in this work for DESNZ and will ensure deliveries are met in due time. The work will be coordinated by our Head of Prospective & Scenarios with support from an experienced project manager, together with a team of 3 analysts, 2 of which having previously delivered BAUs and MACCs for DESNZ. All team members have a high level

of seniority on such topics, along with experience in presenting methodology and results to a large audience and stimulating constructive exchanges, which is expected to be an asset in light of the Steering Group Meeting planned. In particular, most of the selected contributors have already presented numerous times in the framework of past Steering Group Meetings for DESNZ. Additional experienced back-

up staff is planned as per the table on the right. The selected team members will not change over the project duration, and necessary resources have already been secured in their planning.

	Project Managers	Analysts
Scenario Calibration	Head of Prospective & Scenarios unit	Senior Analyst Senior Analyst Analyst
MACCs and Options		
Report		
Quality Assurance	Experienced project manager	
Back-up Staff	Head of Energy Transition Indicators & Pathways department	Analyst Analyst

3.2. Short Biographies of Key Staff

Short CVs of key staff are provided in the paragraphs below. Detailed CVs of all staff can be provided on request.

The Short Form Contract

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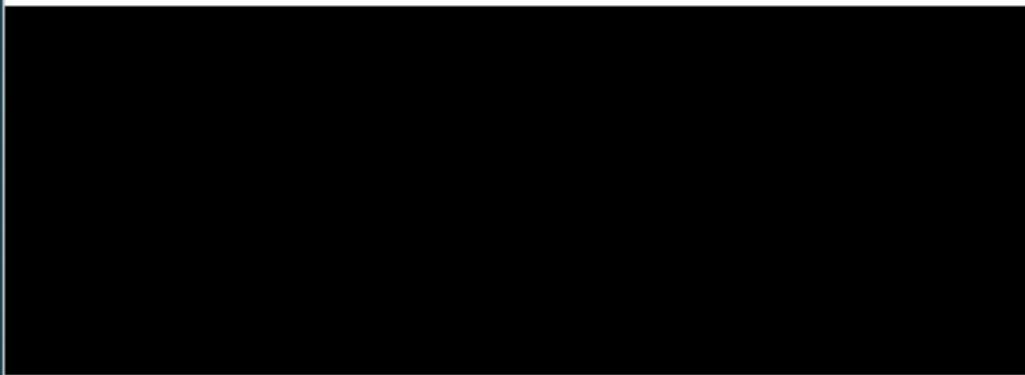
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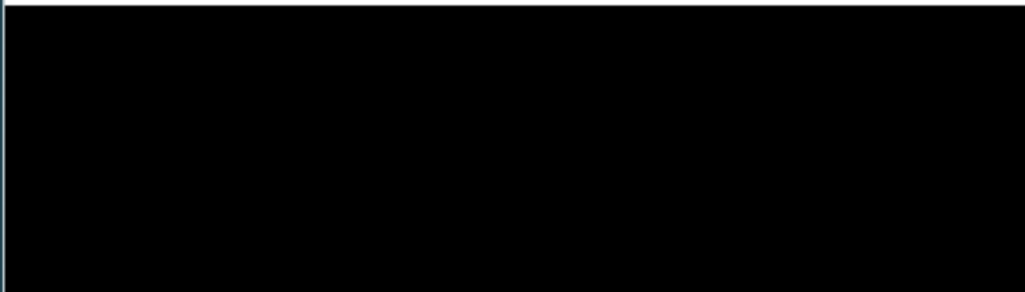
Project coordinator Head of Prospective & Scenarios unit; Engineer, MSc



Supporting project manager Experienced Project Manager; PhD



Analyst Senior Analyst; Engineer



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Analyst	Senior Analyst; PhD

Analyst	Analyst; Engineer

3.3. Corporate environmental responsibility

Enerdata is committed to limiting its impact on the environment. This commitment materialises as part of Enerdata's "Corporate Social Responsibility" (CSR) approach, which was initiated in 2019, and enabled to develop specific action plans. Key priorities have been defined, aligning with Enerdata's core values, and including the reduction of our environmental footprint.

To validate our approach, we sought external assessment to benchmark ourselves against companies in our industry. As a result, we joined the United Nations Global Compact initiative joining the effort towards universal principles on human rights, labour, environment and anti-corruption.

Our CSR approach has also received certification from the Ecovadis organisation, validating its performance and enabling us to identify areas for improvement.

HISTORICAL DEVELOPMENT

2019 - Establishment of the CSR working group, formed by a team of volunteers

2020 - Implementation of the mobility plan and teleworking charter (annual review)

2021 - First carbon assessment, updated annually

2022 - Subscription to an electricity contract powered by renewable and mainly local energy sources

2022 - Use of the server room for eco-friendly space heating

2022 - Certification by Ecovadis: bronze medal, score of 48/100

2023 - Join the United Nations Global Compact initiative

2023 - Certification by Ecovadis: silver medal, score of 65/100.

QUESTION 4: CONTRACT & QUALITY MANAGEMENT

4.1. Work Plan

A detailed workplan and breakdown of days planned by task is provided as an MS-Excel spreadsheet in annex, as required in the required in the Invitation to Tender, using the expected starting date of September 9th, 2024, as indicated in the Invitation to Tender.

Enerdata will be transparent on all steps of the calibration and provide intermediate energy balances during that process. Enerdata will ensure that all deliverables are provided on schedule and will duly notify DESNZ of the progress of each task.

The schedule and budget described in this proposal correspond to the production of sectoral and sub-sectoral MACCs for the countries/regions and scenarios described in response to question 1. However, there is flexibility in the way the tasks can be implemented. In particular, providing sectoral-level MACCs can be considered as a priority intermediate deliverable (for discussion e.g. in the steering group meeting), with MACCs options to follow afterwards.

The project duration is 23 weeks in total, up to mid-February. Any delay in provision of assumptions by DESNZ at the start of the work will impact the planning by as many weeks.

A detailed workplan and breakdown of days planned by task is provided as an MS-Excel spreadsheet in annex, as required in the required in the Invitation to Tender.

4.2. Deliverables

Draft deliverables will be provided to DESNZ to allow for feedback and comments from staff and the Steering Group, so that final deliverables will appropriately meet DESNZ's needs.

At the start of the project, DESNZ will provide with the required GDP, population and fuel price assumptions to be implemented in Enerdata's POLES model, as well as benchmark data and sources to be used for the validation of the BAU².

The following deliverables are expected from Enerdata, as highlighted in the workplan, spreading between Week 9 and Week 23: Draft BAU scenario, Final BAU scenario, Quality assurance log on BAU calibration, Draft Linear MACCs, Final Linear MACCs, Other MACCs (Cubic & Cubic Root), Quality assurance log on MACCs, Draft Key Energy Outputs, Draft Final report, Final Key Energy Outputs, Final report.

4.3. Meetings & communication

Enerdata will be available to participate to three videoconference workshops with the Steering Group upon validation of both the BAU and the MACCs to present and discuss modelling, assumptions and results as necessary. In the workplan, dates are suggested for those three

² For the BAU scenario (see section 1.1 of the proposal), the timeline of task 1 includes at it start 3 to 4 weeks of work exchanges to produce custom assumptions for the BAU, while the remaining 6 to 7 weeks leading up to the delivery of the BAU will consist in the calibration of the BAU.

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meetings, with the intent to present sufficient material on the BAU and the MACCs altogether. However, Enerdata remains flexible to change these dates according to DESNZ preferences.

Following the meeting, Enerdata will modify deliverables to take into account critical comments and feedback received from the Steering Group, to the extent the tools and time budget at hand allow. In addition, building on experiences from past GLOCAF updates, we suggest organising regular catch-up calls, on a weekly or fortnightly basis to discuss the project's progress and next steps.

4.4. Quality Assurance

For the purpose of the project, two sets of main deliverables are provided: BAU energy and emissions balances; Marginal abatement cost curves (per sector and option). For the GLOCAF work, validation spreadsheets used in the past exercises will be used to show the % differences between POLES and DESNZ (or benchmark sources) for each type of variables (GDP and population, main categories, sub-categories) defined in the specifications.

BAU Results Files

Energy balances and emissions are sent to DESNZ in Excel files. Quality checks are undertaken manually (by our analysts) and automatically (through automated quality control macros) to minimise errors in results. Typical quality checks include:

- Energy balances: Coherence between primary energy consumption and emissions on the energy balances sheets; Coherence between electricity production and energy inputs in electricity generation on the energy balances sheets; Check sum of sectors/sum of fuels is equal to the total for both primary and final consumption; Check for smooth trajectories through 2050 for all variables to ensure no abrupt and unrealistic behaviour is observed in POLES.
- CO₂ emissions: Compare CO₂ emissions across regions to see if they look plausible and compare with the region's consumption for coherence; Compare energy balances against the previous year's energy balances to assess differences; Coherence of emissions projections with total historical emissions and verified ETS emissions; Coherence between total and sectoral emissions in energy balance sheets.

MACCs files (per sector and option)

Our MACC production procedure matches DESNZ's need via a tailored version of our AERO tool and additional QA routines. To ensure the quality of the MACCs produced in the framework of this project, a set of tests and verifications are carried out both prior to, during and after the production process:

- First, prior to running the MACCs in POLES, the BAU scenario is tested with high carbon values and the results analysed for representative sectors. The purpose of these tests is to test the coherence of the results in cases of extremely high carbon values. Additionally, the variables whose calibration parameters have been modified the most are checked to make sure that their behaviour in the case of high carbon values is not excessively influenced by the value of these parameters.
- All stages of MACCs production are analysed by specific QA tools, which makes it possible to automate tests and thus improve the verification of results. These tools

identify potential counter-intuitive results such as negative abatement or backward bending curves. These cases suggest that an increase in the carbon value have a positive impact on carbon emissions which might be unlikely on an aggregated level. However, such cases can occur for sectoral and sub-sectoral abatement options resulting from AERO. These options are indeed competing to a certain degree and can be impacted differently by different levels of carbon values. One example is the competition between energy efficiency and renewable energy sources: energy efficiency reduces the demand which in turn limits the development potential of renewables. The coherence of these results is thoroughly assessed, with the help of the dedicated QA tools.

- Furthermore, other secondary tests complete the previous tests. A test identifies the variables with no abatement for all carbon values and all years. For those variables, it is decided if such results are expected or not, considering the context of the study. Other secondary tests aim to ensure the good execution of the MACCs production process, that allow for a focus on the potential counter-intuitive results which require professional expertise of analysts.
- Finally, results are compared to previous year's results wherever available. QA tools allow for comparison of all variables, one at a time, and highlight variables with a differential deemed too large between the two sets of results. Such tests are useful for checking the global consistency of results.

A project log is kept tracking the development and progress of deliverables produced throughout the duration of the exercise for each year's update. Issues, discussions and conclusions observed during the project are tracked and provided to DESNZ in an Excel format. Key information stored in this log includes, for each deliverable: Date of results set; Type of results set; Quality checks undertaken; Who produced results and undertook a first check; Who double-checked results; Main issues raised by DESNZ on results check (if any); Explanation provided for issues (if any); Whether errors were addressed or not (if any).

4.5. Risk Management

Given Enerdata's previous experience with scenario calibration and MACCs production, there are no major risks identified with the ability of the team to produce the work as described above in terms of data quality and reliability. However, a notable feature of this project is its tight schedule; Enerdata will ensure the availability of its staff to conduct and deliver the work. Based on this experience we have identified the following risks, their worst-case consequences and the mitigation measures we will be applying to avoid, minimise and manage the risks.

Enerdata will apply the same risk management process as in the past GLOCAF updates. Risks covered include:

1. Quality of modelling and results robustness, Lack of interactions between partners, Sufficient differentiation between MACC abatements across scenarios;
2. Potential delays from DESNZ to provide assumptions of fossil fuel prices projections or economic growth rates, Insufficient staff availability;
3. Multiple feedback from DESNZ asking for additional calibration of BAU scenarios results.

If requested, Enerdata can quickly provide a detailed table presenting each of those risks, the expected negative impact on the contract and deliverables, along with the associated mitigation measures planned by Enerdata.

QUESTION 5: SOCIAL VALUE

Since its inception, Enerdata has instilled a culture of respecting individuals and adopting best practices within its teams. To give tangible shape to these principles, and to advance them further, a "Corporate Social Responsibility" (CSR) approach was initiated in 2019. This approach aimed to formalise the company's commitment through various charters (anti-corruption, diversity, etc.) and specific action plans and working groups (including on equity and transparency of the management).

Key priorities have been defined, aligning with Enerdata's core values, and a steering committee has been established to determine the actions to be executed and to monitor their implementation across our various development units and operational processes. To ensure the success of this initiative, employees are kept informed and actively engaged in each of these actions.

Our five priorities:

1. Embedding CSR in Enerdata's management
2. Enhancing employee development and well-being in the workplace
3. Reducing our environmental footprint
4. Developing enduring relationships with our customers and partners
5. Strengthening our involvement in local community

To validate the alignment of our approach, we sought external assessment to benchmark ourselves against companies in our industry. As a result, we joined the United Nations Global Compact initiative. This initiative revolves around ten principles encompassing four fundamental areas: human rights, international labour standards, the environment, and the fight against corruption. Additionally, it aligns with seventeen sustainable development goals (SDGs).

Our CSR approach has also received certification from the Ecovadis organisation, validating its performance and enabling us to identify areas for improvement.

HISTORICAL DEVELOPMENT

2019 – Establishment of the CSR working group, formed by a team of volunteers

2019 – Diagnostic study carried out with the support of an expert, aligned with the 7 domains defined in the ISO 26000 standard.

2020 – Roll-out of a CSR action plan based on 5 priority areas. Implementation of the first measures.

2020 - Launch of the EnerVision corporate initiative, defining Enerdata's mission and core values.

2020 - Implementation of the mobility plan and teleworking charter (annual review)

2021 – Initiatives to support local associations selected by employees

2022 - Deployment of the Psycho-Social Risks action plan

2022 - Organisation of a customer/partner seminar in the Vercors mountains

2022 - Certification by Ecovadis: bronze medal, score of 48/100

2023 - Join the United Nations Global Compact initiative

2023 - Certification by Ecovadis: silver medal, score of 65/100.

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In addition, at Enerdata, we pride ourselves on our inclusive recruitment policy, which supports employment equality and diversity. Enerdata is committed to providing equal opportunities for all its candidates, regardless of origins, gender, or age. By fostering a diverse and inclusive workplace, we contribute to creating a more enriching and collaborative environment for everyone.

We also make our best to contribute to a more inclusive economy, and we therefore source our office supplies from companies employing disabled workers.

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VIII. Annex 5 – IPR Clause

10 INTELLECTUAL PROPERTY RIGHTS (“IPRS”)

- 10.1 Each Party keeps ownership of its own Existing IPRs. Any New IPR created under the Contract is owned by the Supplier. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR and the New IPR to enable the Buyer and its sub-licensees to receive and use the Deliverables and the New IPR for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function. For the purposes of this clause “**Public Sector Body**” means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service.
- 10.2 The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.3 The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.4 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.5 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.6 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.7 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an “**IPR Claim**”), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.8 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.8.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.8.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

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- 10.9 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.10 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.10.1 the Buyer gives its approval to do so; and
 - 10.10.2 one of the following conditions applies:
 - 10.10.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.10.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.10.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.10.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.11 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.