

# **Conditions of Contract Short Form Enhanced**

**CEFAS23-27: Contract to conduct an  
evaluation of the economic and social  
impacts of recreational sea fishing (RSF) in  
England**

**March 2023**

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Substance  
Jactin House  
Hood Street  
Ancoats  
Manchester  
M4 6WX

Attn: [REDACTED]  
By email to: [REDACTED]

Date: 28 March 2023  
Our ref: **CEFAS23-27**

Dear [REDACTED]

**Supply of services to conduct an evaluation of the economic and social impacts of recreational sea fishing in England.**

Following your tender/ proposal for the supply of services to conduct an evaluation of the economic and social impacts of recreational sea fishing in England to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and **Substance** 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 the Conditions by signing and returning the Order Form to [procure@cefas.co.uk](mailto:procure@cefas.co.uk) at the above address within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,



Procurement Lead  
Pakefield Road,  
Lowestoft,  
Suffolk,  
NR33 0HT, UK



e-mail: [procure@cefas.co.uk](mailto:procure@cefas.co.uk)

## Order Form

1. Contract Reference	CEFAS23-27 Supply of services for an evaluation of the economic and social impacts of recreational sea fishing in England	
2. Date		
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	Name: Substance  Address: Jactin House, Hood Street, Ancoats, Manchester M4 6WX  Co. Number: 09170484	
4a. Supplier Account Details		
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any <b>Annexes</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form.</li> <li>2. Annex 4 (Tender Submission) and Annex 3 (Charges) with equal priority.</li> <li>3. Annex 2 (Specification).</li> <li>4. Conditions and Annex 1 (Authorised Processing Template) with equal priority.</li> <li>5. Annex 5 (Sustainability).</li> </ol> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 4 shall take precedence over Annex 5.</p> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p>	
6. Deliverables	Goods	None
	Services	To be performed at the Supplier's premises: Jactin House, Hood Street, Ancoats, Manchester M4 6WX
7. Specification	The specification of the Deliverables is as set out in <b>Annex 2</b> .	

8. Term	<p>The Term shall commence on <b>1 April 2023 (the Start Date)</b></p> <p>and the Expiry Date shall be <b>30 November 2023</b>, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p>		
9. Charges	<p>The Charges for the Deliverables shall be as set out in <b>Annex 3</b>.</p>		
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:Finance@cefas.co.uk">Finance@cefas.co.uk</a></p> <p>Alternatively, you may post to: Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</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 with Annex 3 Non-compliant invoices will 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 the Authority's Authorised Representative(s).</p>		
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>Kiera [REDACTED]</p> <p>[REDACTED]</p>		
12. Address for notices	<table border="1"> <tr> <td data-bbox="416 1496 922 1863"> <p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: <a href="mailto:procure@cefas.co.uk">procure@cefas.co.uk</a></p> </td><td data-bbox="922 1496 1420 1863"> <p>Supplier:</p> <p>[REDACTED] Substance Jactin House, Hood Street, Ancoats, Manchester M4 6WX</p> <p>Attention: Head of Research</p> <p>Email: [REDACTED]</p> </td></tr> </table>	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: <a href="mailto:procure@cefas.co.uk">procure@cefas.co.uk</a></p>	<p>Supplier:</p> <p>[REDACTED] Substance Jactin House, Hood Street, Ancoats, Manchester M4 6WX</p> <p>Attention: Head of Research</p> <p>Email: [REDACTED]</p>
<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: <a href="mailto:procure@cefas.co.uk">procure@cefas.co.uk</a></p>	<p>Supplier:</p> <p>[REDACTED] Substance Jactin House, Hood Street, Ancoats, Manchester M4 6WX</p> <p>Attention: Head of Research</p> <p>Email: [REDACTED]</p>		

<b>13. Key Personnel</b>	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Attention:</p> <p>[Redacted]</p>	<p>[Redacted]</p> <p>Substance Jactin House, Hood Street, Ancoats, Manchester M4 6WX</p> <p>Attention: Head of Research</p> <p>Email: [Redacted]</p>
<b>14. Procedures and Policies</b>	<p>For the purposes of the Contract the applied Policies and procedures are available at: <a href="#">Policies, plans, reports and quality - Cefas (Centre for Environment, Fisheries and Aquaculture Science)</a></p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p>	
<b>15. Limitation of Liability</b>	<p>See Clause 12.1.</p>	
<b>16. Insurances</b>	<p>The Supplier shall hold the following insurance cover for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance with cover of not less than £500,000;</li> <li>- Public Liability insurance with cover of not less than £500,000;</li> <li>- Employers Liability insurance with cover of not less than £5million;</li> </ul>	
<p>Signed for and on behalf of the <b>Supplier</b></p>		<p>Signed for and on behalf of the <b>Authority</b></p>
<p>Name:</p> <p>[Redacted]</p>		<p>Name:</p> <p>[Redacted]</p>
<p>Date:</p> <p>05.04.2023</p>		<p>Date:</p> <p>5 April 2023</p>
<p>Signature:</p> <p>[Redacted]</p>		<p>Signature:</p> <p>[Redacted]</p>

# **Annex 1 – Authorised Processing Template**

**NOT USED**



## Annex 2 – Specification

### Background:

Recreational sea fishing (RSF) is a high participation activity in the UK, with recent studies identifying the activity as having a substantial economic impact and social benefits to those who participate. However, the difficulty in quantifying these impacts and bringing them together means they are less well communicated and understood, hampering the ability to develop marine recreational fishing (MRF) as a sector, which is a key goal of the Fisheries Act 2020. Previous work by the [Angling Trust](#), who are the recognised governing body for all recreational angling disciplines in England & Wales, as well as Defra and Cefas, has brought together some of the social and economic benefits of participating in and funding RSF. However, an analytical method of quantifying these benefits that is developed independently of industry and government is required. This methodology and the results from it will be used to inform future policy decisions.

### Requirement:

The below includes suggestions to the approaches that could be used but Tenderers are encouraged to present alternative methodologies and approaches if there is scientific justification.

### Part 1: Systematic review

The successful Tenderer will conduct a systematic review of existing research to quantify the economic and social impacts of sporting activities, including RSF. This should include both published and grey literature, and any other relevant sources (e.g., government data). The review should cover, but not be limited to, the areas identified below. Definitions should be given for angling communities alongside typologies of anglers (e.g., anglers who fish for food, sport anglers). Existing methods, frameworks, and metrics should be identified for economic and social impacts, benefits, and change.

For economics, this could include environmental impact assessment (EIA), total economic value (TEV), gross domestic product (GDP), and gross value added (GVA), and approaches for generating ‘counterfactuals’ (i.e., the situation if RSF did not exist as an activity). Additional metrics could include employment and leakage. For the social impacts, this should include existing frameworks, such as the Social Return on Investment. Relevant spatial and temporal scales of the impacts and benefits (e.g., national, regional, local) should be identified.

The final output from the systematic review should be a report providing the rationale for the selection of framework and metrics that will be used in Part 2.

### Part 2: Quantifying the social and economic benefits and impacts of RSF in England

#### Part 2A: Impact of management on economic value of RSF

The framework identified in Part 1 should be used to quantify the impacts of management on economic value of RSF. Particular focus should be given to attributing these to different spatial (e.g., coastal communities, regional, national) and temporal (e.g., changes over time) scales, and different types of sea anglers. A method for quantifying the impact of management measures should be identified and applied to at least one case study location. Finally, a cost-benefit analysis of funding RSF development should be conducted using the green book approach<sup>1</sup>. Key assumptions and knowledge gaps that could improve assessment of RSF should be highlighted.

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<sup>1</sup> <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>

### **Part 2B: Social impacts of RSF in England**

The framework defined in Part 1 should be used to quantify the social impacts of RSF in England. This section should include, but not be limited to: nature connectedness, mental health benefits, and indicators of how any of the metrics used have changed over time. Again, this should account for spatiotemporal scales and type of angler. Examples should be illustrated using a series of case studies. The approach for this will be defined by the successful Tenderer based on the framework and metrics but could include surveys or semi-structured interviews of RSF stakeholders to develop case studies that provide insight into angling communities. Key assumptions and knowledge gaps that could improve assessment of RSF should be highlighted.

### **Part 2C: Putting RSF in the context of other activities**

The results generated in Parts 2A&B should be assessed in the context of other activities including sports, and hobbies. Further, comparisons should be made between RSF in England and other countries, and used to identify mechanisms to increase the benefits. This should include both qualitative and quantitative approaches for both economic and social impacts.

## **Part 3: Co-design**

The angling community will have great interest in this work and, alongside government scientists and decision makers, will need to have input into the design and implementation of the study. The successful Tenderer will set up a project steering group with the help of the Angling Trust, Cefas and Defra that includes key stakeholders with an interest in the outcomes and that can ensure all facets of recreational fishing are included in the analysis. The steering group should meet monthly (online) throughout the project, helping to shape the outputs and build trust in the outcomes.

### **Project Outputs**

The successful Tenderer will deliver the following:

1. Monthly organisation and running of an online project steering group meeting to review progress.
2. Provide a report on systematic review and proposed methodology (Part 1).
3. Provide a report quantifying the social and economic benefits and impacts of RSF in England (Part 2).
4. Provide an accessible summary of the project for public dissemination to the angling community and policy makers.
5. Provide a presentation to steering group, stakeholders and Defra summarising the outcomes of the project.
6. Provide anonymised data with associated metadata descriptions and analysis scripts.
7. Provide a manuscript(s) for submission to peer-review journal for publication.

## Annex 3 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

### 2. Rates and Prices

Goods or Services Required	Qty	Total Cost ex Vat	VAT to be applied if applicable
Total project cost to deliver all Technical Requirements in Schedule 1	1	£34,650	
Total Cost:		£34,650	

### 3. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

### 4. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

### 5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
- 5.2.1 the date of the invoice;
  - 5.2.2 a unique invoice number;
  - 5.2.3 the period to which the relevant Charge(s) relate;
  - 5.2.4 the correct reference for the Contract
  - 5.2.5 a valid Purchase Order Number;
  - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 5.2.7 a description of the Deliverables;
  - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
  - 5.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
  - 5.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
  - 5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
  - 5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: [Finance@cefas.co.uk](mailto:Finance@cefas.co.uk) or Cefas, Pakefield Road, Lowestoft, Suffolk NR33 0HT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

## **Annex 4 – Tender Submission**

## Cefas Socio Economic - Substance and SHU Experience

### 1.2 Please provide a brief description of your previous relevant experience of working on similar projects.

Substance and the Sports Industry Research Group at Sheffield Hallam University have worked together on numerous occasions over the last 18 years. For example, the organisations were partners in delivering the evaluation of the Home Office youth and sports inclusion programme, Positive Futures from 2005-2010; Substance worked with the SHU-led development of the UK Sport eventImpacts tool in 2009-10; and Substance and SHU have co-delivered the evaluation of the Sport England-funded GM Moving Local Development Pilot for the Greater Manchester Authority and Sport England since 2018, work which is now extended to 2025. Substance's Chief Executive, Dr Tim Crabbe, was formerly Professor of Sociology of Sport and Popular Culture at Sheffield Hallam University. As such this is a genuine partnership, with deep roots of two organisations who are hugely experienced in identifying social and economic impacts and in working together.

### **1. Substance Experience**

Substance is a research and technology company that has been helping organisations understand and improve what they do since 2005. We work across different sectors and with many types of organisations – funders, charities, sports and community organisations, businesses and government. Our core team is made up of highly experienced social researchers, technologists and programme managers. We conduct large and small scale quantitative and qualitative research, combining 'traditional' and innovative/participatory research methods. Our research team deploys advanced statistical and qualitative analysis to produce insight to inform organisations of impact and help them improve what they do.

Substance has led the development of research into the social impact of recreational angling in the UK since 2005, including major studies for the Home Office, Big Lottery Fund, Defra, the Environment Agency, Angling Trust, MMO, Cefas and others (e.g. rivers trusts, angling charities).

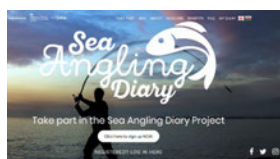
Substance's work has included:

- Pioneering evaluation frameworks for measuring the social impact of angling in relation to youth development (Big Lottery, Get Hooked on Fishing, Home Office); National Angling Strategies in (2012, 2019-24; EA, 2020); angling tourism (BLF 2012); and participation barriers and insights (Angling Trust 2015).
- Extensive research on sea angling and sea anglers including the socio-economic impact of sea angling (Sea Angling 2012, Armstrong et al 2013); Charter Boat survey (Sea Angling 2012, Armstrong et al 2013); Sea Angler Attitudes (Defra, Brown et al 2019); Sea Angler Mapping (MMO, Monkman et al 2020); and the Sea Angling Diary Project research (Cefas and Defra 2015-2024, Hyder et al 2019, Hyder et al 2020, Hyder et al 2023, forthcoming).
- Current research includes new primary research on the impact of sea angling on physical health, mental well-being and nature connectedness (Cefas and Defra, 2021; Hook et al forthcoming 2023); and a new study on the economic value of sea angling (Cefas, Edwards et al 2023, forthcoming).

- Substance is leading a new £750,000 research project under the Defra Fishery Industries Science Partnership scheme with Cefas and the Angling Trust to conduct a national, randomised, site and charter boat survey in England and Wales to estimate catch and socio-economic value.

Substance has been a leading research organisation in understanding the social impact in sport with 18 years' of experience working with UK Sport (Event Impacts toolkit), Sport England (numerous national studies including evaluations of Club Matters, Families Fund, Satellite Clubs, Community Rights, Inspired Facilities), UEFA, numerous national sports governing bodies (RFU, RFL, ECB, Badminton and many others).

## 1.1 Example Projects - Angling



### The Sea Angling Diary Project, Defra/Cefas (2015-present)

Substance has worked with Cefas to deliver the assessment of recreational sea angling participation, catches and economic impact from 2016 to present. This provides data to ensure the UK Governments could meet their obligations to report recreational catch data and economic impact to the European Commission under the Common Fisheries Policy. Work has included recruitment of over 6,000 sea anglers in total who have provided data on their participation, catches and spending as well as responses to bespoke surveys on social impacts. This has been undertaken through a bespoke mobile app and online tool, involving support, engagement and data completion work with the diary panel.

### Sea Angler Attitudes - Defra, Cefas 2018-19

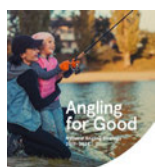
Substance has provided research on sea angler attitudes for Cefas and Defra. This important survey is helping to inform sea angling and marine management in the future and involved consultation with stakeholder groups and policymakers; a survey including choice experiments; and a full statistical report and recommendations. The work was especially important in understanding sea angler attitudes toward the future management of the activity.



### Sea Angling 2012: Social and Economic Impact of Sea Angling, Defra/Cefas,

2012-13<sup>1</sup>

Substance undertook the first economic and social impact of sea angling study in England in 2012. This formed part of the wider Sea Angling 2012 study (for which Substance also undertook the charter boat catch survey for MMO). The study, completed in conjunction with Cardiff University demonstrated the economic value of angler spending, GVA, employment and social impacts in physical activity, well-being, community and volunteering.



### National Angling Strategy and Survey 2018-19, Environment Agency

Substance conducted a very large-scale survey of over 36,000 sea and freshwater anglers involving over in 2018. Alongside consultation with all the major angling organisations, Sport England and Defra, this informed the creation of ***Fishing for Good, the National Angling Strategy for England 2019-24***, now being implemented by the Environment Agency and angling

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<sup>1</sup><http://webarchive.nationalarchives.gov.uk/20140305101647/http://www.marinemanagement.org.uk/seaangling/finalreport.htm>



organisations through the National Angling Strategy Partnership Board. Substance has subsequently created an evaluation framework for the strategy.



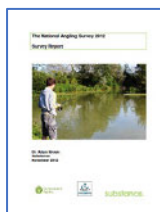
### **Insight Research, Angling Trust, 2015<sup>2</sup>**

A major study to inform the Angling Trust's participation development strategy and Sport England funding. This involved five separate surveys – including a survey of over 10,000 anglers, an omnibus population survey of adults (1,800) and young people - with additional qualitative research. The study highlighted barriers to participation and made recommendations on attracting lapsed anglers which has directly informed the Angling Trust's participation development work.



### **Fishing for Answers, Big Lottery Fund, 2009-2013<sup>3</sup>**

Substance ran the three year, £300,000 project (Social and Community Benefits of Angling) supported by the BLF Research Fund from 2009-2012. This included quantitative and qualitative research into angling's social impacts, including physical and mental health and environmental improvement. The project led to the *Fishing for Answers* report and ministerial conference (2012) and helped shaped debate about angling's social impacts in the UK.



### **National Angling Survey and Strategy, 2012<sup>4</sup>**

Commissioned by the Angling Trust and Environment Agency, this included the largest national survey of anglers to date, with over 29,000 individual respondents. An associated Angling Organisation survey recruited over 800 angling organisations to contribute. Substance worked with the AT and EA in using survey findings to develop and produce Fishing for Life, the National Angling Strategy 2013-17.

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<sup>2</sup> <http://www.anglingtrust.net/news.asp?section=29&itemid=3418>

<sup>3</sup> [www.resources.anglingresearch.org.uk](http://www.resources.anglingresearch.org.uk)  
[http://resources.anglingresearch.org.uk/project\\_reports/final\\_report\\_2012](http://resources.anglingresearch.org.uk/project_reports/final_report_2012)

<sup>4</sup> [http://www.resources.anglingresearch.org.uk/sites/resources.anglingresearch.org.uk/files/National\\_Angling\\_Survey\\_Report\\_2012.pdf](http://www.resources.anglingresearch.org.uk/sites/resources.anglingresearch.org.uk/files/National_Angling_Survey_Report_2012.pdf)



### Sea Angling Safety and Risk Audience Profiling, RNLI, 2013<sup>5</sup>

Substance undertook the only study into angler safety in the UK for the RNLI. The research used quantitative survey and qualitative interview and focus group data to provide a segmented audience profile highlighting high risk groups. The research directly informed safety campaigns and products developed by the RNLI.

## 1.2 Example Projects - SROI

### UEFA GROW SROI



Substance has been working with UEFA and over 40 national football associations for five years to develop a business case for investment in grass roots football by demonstrating the social return on investment of participation. This has included:

- The development of a peer reviewed, SROI model.
- Peer review by a panel of European academics and practitioners.
- Surveys of clubs in over 40 UEFA member countries.
- Delivery of European, national and club level outputs<sup>6</sup>.

### Social Value of Sport: LFC Foundation



Substance worked with LFC and the LFC Foundation to calculate the social value and return on investment of Liverpool FC Foundation's work. This produced a financial value of the impact made and was then mapped against the UN Sustainable Development Goals to demonstrate the contribution of LFCF's outcomes against the UN SDGs.

<sup>5</sup> <https://rnli.org/about-us/our-research/research-summaries>

<sup>6</sup> <https://www.fai.ie/domestic/news/uefa-sroi-study-confirms-%E2%82%AC18bn-impact> ,  
<https://www.irishfa.com/media/37041/uefa-social-return-on-investment-irish-fa-2021.pdf> ,  
<https://www.scottishfa.co.uk/media/4460/scottish-fa-uefa-sroi-digital-version-2.pdf> ,  
<https://8f2b628d-29de-4096-8c05-b5f0528fc5924dd7869d32d95af8e101.pdf>

## 2. Sheffield Hallam University Sports Industry Research Group Experience

The Sport Industry Research Group is [a team of full-time researchers](#) who apply principles of economics, management science, and social science to solve real world problems and deliver positive social impacts.

We are outward looking and pride ourselves in doing policy-relevant research that delivers actionable insights for our clients. Our research has pioneered the use of economics in sport, notably:

- Calculating the value of sport to the economy,
- Measuring the economic impact of major sports events, and
- Valuing the wider social impacts achieved by sport.

We apply our extensive skill set in quantitative, qualitative, and mixed methods research to meet the needs of the outside world.

### The economics of sport

We research the economic value of sport and the importance of sport in economies at national, regional and project levels. We use techniques such as Satellite Accounts and economic importance studies. In 2016 our Satellite Account for Golf was the subject of an Adjournment Debate in the House of Commons and in 2020-21 measured the impact of Covid-19 on the sport industry.

### Sport participation

We have a long track record in conducting research into sports participation data. We have analysed every data set on national sports participation since the General Household Survey in the 1970s. As new concerns such as social inequalities and intersectionality become important, we are the team to help you to extract the maximum value from your data. We also have extensive experience of evaluating programmes designed to increase sport and physical activity levels.

### The economic and social impacts of major sports events

We are proud to be the lead authors of eventIMPACTS (also working with Substance), which is widely regarded as the gold standard within the industry for robust economic impact studies of major events. Our work has been at the forefront of event research since the pioneering study Football Came Home, which measured the economic impact of Euro '96 on England. More recently, in 2019 we completed 10 consecutive years of evaluating the economics of The Open – golf's most prestigious major. Our Impact Case Study on major events for the 2014 Research Excellence Framework was described as 'outstanding' and was rated as world leading research.

### Outdoor recreation

We are the founders and leaders the first cross-disciplinary research group in the UK looking at the growing sector of outdoor recreation from all perspectives. Bringing together economists,

social scientists, ecologists, engineers and behavioural change and tourism experts, we are the home of expertise in the way we play outdoors – and the important economy behind it. Not only is 'green' physical activity good for your physical and mental wellbeing, it is good for business and jobs too.

## Social impact and value

Since the publication of the Government's strategy for sport, Sporting Future, in 2015 the social impact of sport has been of increasing importance to policy makers and funders. We all knew that sport was good, but we didn't have the evidence or the methods to demonstrate it. Following evidence reviews and research for clients including DCMS and Sport England, we are able to demonstrate the wider societal impact of sport and physical activity, the value of the impacts, and the social return on investment achieved by the inputs to the system.

## 2.1 SHU Example Projects

### Understanding economic value to support Sheffield's outdoor economy

In 2015 we were appointed by Sheffield City Council to evidence the value of Sheffield's Outdoor Economy. The purpose of this study was to objectively assess whether Sheffield offered something distinctive in terms of outdoor recreation and, if so, to build the evidence base on which to position the development and branding of Sheffield as 'The Outdoor City'.

#### Data collection and analysis

This study utilised a mixed methods approach to audit assets and usage across several other comparable cities (including Strava data, heat maps, parkrun and climbing data), analyse participation data and explore the significance of Sheffield icons as part of the local outdoor proposition. Sheffield's outdoor recreation provision was assessed in terms of trade, talent and tourism.

#### Economic modelling

Our team of economists used the National Income Accounting framework to calculate key economic metrics to illustrate the size and potential of Sheffield's outdoor sector. Sheffield has higher than average participation and therefore generates higher consumer spend on 'trips and gear' (£93 million). Household expenditure on outdoor equipment is over three times the national average. Outdoor-related Gross Value Added (GVA) is estimated to be £53 million, over £96 per head of population. These figures were used to underpin the business case for promoting Sheffield as The Outdoor City.

#### Local and public consultation

Our state-of-the-art online software was used to host a survey exploring the role and importance of outdoor recreation to the local population. Over 2,000 people completed this survey and shared their thoughts and aspirations for the future of Sheffield's outdoor sector.

#### Reporting and dissemination

The research findings supported the development of the Outdoor City brand, informed an economic strategy for the city and helped Sheffield to position itself to attract funding to further develop its status as an outdoor recreation destination for visitors and an outdoor haven for locals.

## **The social and economic value of sport in England in 2017/18**

In 2019, Sport England commissioned us to carry out research on the social and economic value of sport in England. Building on the foundation of an earlier iteration of a Social Return on Investment (SROI) model from 2014, and more recently published evidence, we measured and valued the impact of sport and physical activity on physical and mental health, subjective wellbeing, individual development, and social and community development.

### **Method**

We utilised an SROI framework to measure the value of 16 social outcomes generated through engagement in sport and physical activity, and the costs (inputs) of providing opportunities for engagement. The SROI provides values for England in 2017/18 and expresses the total value of social outcomes as a proportion of inputs. We valued physical and mental health (10 outcomes); mental (subjective) wellbeing; individual development (2 outcomes); and social and community development (3 outcomes).

### **Key findings**

Our research revealed that £71.61bn of social value was generated from engagement in community sport and physical activity from £21.85bn of inputs, giving an SROI value of 3.28. This means that for every £1 invested in community sport and physical activity in England, £3.28 worth of social impact was created for individuals and society in 2017/18. The largest amount of social value (58%) was generated through mental wellbeing (£41.76bn).

### **Impact**

The research enables Sport England to articulate the case for investment in sport and physical activity to stakeholders across and beyond the sport and physical activity sector, including to other government departments. The research also has wider ranging impact for the sector, enabling delivery organisations, funders and policy makers to identify and demonstrate the value of sport and physical activity to society.

### **Other Examples**

2020-2021:

- Impact of Covid-19 on the golf industry
- Social return on investment of sport in England 2017–18
- Sport Flanders/ADEPS: A Sport Satellite Account for Belgium & the Social Return on Investment of Sport in Flanders & Fédération Wallonie – Bruxelles

2019 Netball World Cup impact assessment

2018: Sport Wales: [The social and economic value of sport in Wales](#)

2017: London Sport: [Social Return on Investment of Sport in Greater London](#)

2016: England Golf Partnership: [Social Return on Investment for Golf in England](#)

2015-2016: Sheffield City Trust: [Social Return on Investment in sport for the Sheffield City Trust group of sports facilities](#)

2014/15: Sport England/DCMS/HEIF: The Higher Education Innovation Fund Social Return on Investment in Sport

## Socio-economic Study of RSF in England - Method

1.3 Please provide a scientific description of the proposed methodological approach and outputs to address the Technical Requirements (Schedule 1).

### 1. Understanding of the issues

Substance's extensive experience in angling-specific research and wider sports social impact research means it has an excellent understanding of the issues, policy background and challenges related to this work.

- It has a very good awareness of the datasets available for use in this project having worked with Cefas, Defra, MMO and other research organisations on these issues for many years.
- It has extensive social and economic datasets of its own dating back over a decade on the social and economic impacts of angling, and particularly sea angling. It has also worked with several other universities and research organisations to assist them with data collection.
- It understands the issues faced with collecting representative and robust data from sea anglers and the limitations and potential of those datasets.
- It is involved in the policy fora to which this work will feed.
- It understands the limitations of data available – including accurate participation and effort data at a regional and local level.

Substance has also developed the UEFA SROI GROW tool which is being deployed in 54 European countries to assess the social value and return on investment of grassroots football. This framework can be reviewed and adapted for this work. Substance also has a range of existing frameworks for understanding a range of social impacts, including physical activity, health and well-being, nature connectedness, FLOW and others.

Sheffield Hallam University's Sports Industry Research Group is one of the leading research centres in the UK in assessing the economic impact of sport, including research on the impact of individual sports, major sports events and local/regional level sports impacts. It will bring a wealth of knowledge of the literature and approaches to this work about the frameworks and metrics that might be deployed and estimates of the economic impact of other sports. SHU has also led the delivery of a pan-European model for assessing the social value of outdoor recreation and sport (BOSS).

Both organisations have worked to produce applied research for policymakers (Defra, DCMS, Home Office), national sports agencies and funders (UK Sport, Sport England) and national and international sports governing bodies.

As such the team will hit the ground running, with an unrivalled understanding of the issues, literature and challenges involved to inform our approach.

## **2. Approach**

### **2.1 Inception**

Substance and SHU will hold an inception meeting with Cefas at the start of the project. This will be to agree details of the project aims, scope, deliverables and timelines. It will also be to agree steering group membership and meetings and allow discussions of likely outputs and limitations.

### **2.2 Stage 1: Review of Literature**

The description of the literature to be reviewed in the tender documentation is extremely broad covering the economic and social impact of angling, 'sport' and both national and international literature. Based on our existing knowledge of the literature, we will lead a consultation with Cefas and other stakeholders at the earliest opportunity to establish priorities and set some parameters for the systematic review. This will help focus the review on particular priority elements of economic and social impact, key global regions/national comparators and exemplar methods, frameworks and metrics.

Due to Substance's and SHU's extensive existing knowledge and work in these fields (including previous literature reviews), and to maximise efficiency, the review will be conducted in two stages.

The first stage will be compiling known literature – that which Substance and SHU are already extremely familiar with in angling and sport more broadly. A bibliography will be developed. From this, a shortlist will be created which will identify key studies to be reviewed in more detail and from which a more detailed structured summary will be compiled using a matrix. This is likely to include the field/sector (angling/sport/individual sport), type of impact (economic/social), type of economic impact, type of social impact, scope (global region/national/local), approach and method (frameworks, metrics used). From this key studies will be identified to be presented in more depth, identifying the findings, benefits of the approach, and shortcomings. This will provide a baseline of known approaches. Finally, an overview analysis will be performed to identify where these existing studies meet the requirements of this research and what gaps exist.

The second stage will conduct further research exploiting wider academic, policy and internet searches and contact with other research organisations and practitioners in the field to: a) identify studies that can help 'fill the gaps'; and b) identify frameworks and metrics which may not be included in the initial review. This will include exploitation of our extensive networks such as the ICES Working Group on Recreation Fisheries



Science, Sport For Development sector, UEFA SROI Advisory Group, European Network of Outdoor Sports, Outdoor Recreation Network (UK) and others.

Both stages will include academic, policy, grey and other literature.

For economic studies the focus will be on identifying:

- Approaches to economic impact
- The aims and methods of the study
- Pros and cons
- How they might relate to or include angler typologies
- What findings there might be or how they might relate to potential management actions
- Gaps in the literature/data

For social impact studies, the focus will be on identifying:

- Approaches to different types of social impact
- The quantification of those impacts
- Aims and methods deployed
- Pros and cons
- Whether findings can be expressed in financial values or not
- The extent and quality of quantitative findings.

Stage 1 output

The output of the Stage 1 review will be:

- A bibliography of the wider literature.
- A tabulated matrix of key studies.
- A shortlist of possible approaches for assessing the social and economic impact for MRF in England with pros and cons.
- A proposed testing framework for use with known data in Stage 2.
- Identification of potential additional data that might be collected.

## **2.3 Stage 2 – Testing Proposed Approaches**

Stage Two of the project will focus on deploying one or more of the recommended approaches in each field with existing datasets and some limited new research.

With a limited budget, new, randomised, in-person data collection will not be possible. However, to maximise the potential for new data – to meet data gaps and potentially to produce regional case study/studies – Substance is able to offer some unique ways to do this efficiently:

- Substance can run 'pop up' or stand alone surveys for sea anglers participating on the Sea Angling Diary project, to build on existing data held for over 2,500 current diarists.
- Substance can run an online survey with its database of anglers, including c.7,000 sea anglers.
- Substance is also delivering the Fisp-funded Catchwise marine recreational fishery surveys in 2023-24. Depending on the delivery of that, it may be possible to add some data collection to either site surveys or follow-up online surveys with sea anglers randomly sampled during the research. This might be focused on one region to generate a deeper dataset on economic and social impact in one area, or could also be partially delivered by volunteers on that project. We will consult with Cefas and other project partners in the review stage to assess the feasibility and benefit of this to this study.
- Substance also has some databases on non-angling sports participants (such as rugby league volunteers) which might help inform SROI work and/or provide comparative data.

We will research options for data collection and agree with Cefas and the steering group the best approach at the end of the review stage. It is envisaged that this additional data collection will inform both the economic and social impact work described below and will be focused on at least one region, to boost that regional sample and improve known data gaps at that level.

Also, to get an accurate assessment of economic and social impact at a regional level more accurate data is needed on participation and effort at that level than currently exists. Ideally, this would be done via a one-off representative, sample population and effort survey in the case study region. This would improve the outputs from the test cases described below because we know from existing sea angler population studies that the data is not particularly reliable at regional level. We do not feel that this is possible within the existing budget but we would be keen to explore this option should budgets allow. The cheapest and quickest way this could be done is to insert some questions on an existing omnibus survey – but we would need to explore with potential suppliers if there are suitable regional omnibus surveys and the costs of these<sup>1</sup>.

### 2.3.1 Economic Impact Test Case

There are existing and current studies on the economic impact of RSA which identify its total economic value, GDP, GVA and employment in the UK. Indeed, Substance and Cefas have worked closely on these together in 2012 (Armstrong et al 2013), 2016, 2017 (Hyder et al 2019) and the report for 2021 is forthcoming in the next two months

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<sup>1</sup> For comparison, inserting one question into a YouGov national omnibus survey costs £500. The cost is potentially higher at regional level.

(Edwards et al 2023). There is therefore little value in trying to repeat or replicate these at a national level – although these studies will be reviewed, assessed and summarised in Stage One within the wider literature on economic impact of angling and sport. Where there is a more pressing need is understanding these impacts at a regional and local level – a need which has been identified by policymakers, stakeholders and scientists in the Defra Recreational Sea Fishing Forum and which could help inform important new work in Fishery Management Plans and (Highly) Marine Protected Areas.

SHU will lead the economic test case work. Subject to the outcome of the review in stage one, we anticipate that this stage of the work concerning economic impact is likely to involve the following:

1. Working with existing data held by Substance, Cefas and others to produce analysis from national economic impact datasets to a regional level, focusing on one region as an example. This will utilise angler spend data from respondents in that region, retail expenditure and sector analysis, attribution of known national population/participation data to regional level and estimation of retention within the region. A full set of annual reports from the region that refer to angling will be examined.
2. We will explore whether additional primary data might be collected at the regional level to improve the accuracy and quality of this estimate. This might include a limited, bespoke regional population survey and/or additional questions (e.g. on income, spending and effort) to previous respondents on Substance's database. Analysis of this will be used to refine and enhance findings from the first task. It will also serve as a verification of the process.
3. At the final stage, data for the model established in (2) will be collected and the national GVA will be distributed among the regions. This will be based on the analysis of annual reports of companies through the Company House, but also other statistics such as regional participation rates when available.

This follows an approach SHU developed in work for UK Sport to on a project of break down the total GVA and employment generated in the UK from Olympic sports<sup>2</sup>. This was done primarily by using participation rates and the commercial presence of each sport. The commercial presence was established through a detailed examination of company annual report downloaded from the Company House. The same analytical tools can be used in this work to distribute GVA and employment by region.

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<sup>2</sup> UK Sport (2020): Sport Satellite Account of Olympic sports: <https://www.uksport.gov.uk/~media/files/full-economic-impact-report.pdf?la=en>

The logic of this approach is that GVA in sport and employment are demand driven. For example, GVA is mainly identified as wages, salaries and profits. All these data are usually available in an annual report of a company, making possible to make a very good estimate of regional GVA and then employment. The latter is possible because all the previous studies of economic importance of sport have shown a strong correlation between GVA and employment<sup>3</sup> The commercial presence is usually driven by sport participation in the region, allowing us to consider additional indicators of participation rates or international trade where available.

### 2.3.2 Social Impact Test Case

Subject to revision during the literature review, we will produce two test case examples of different approaches to quantifying the social impact of sea angling.

The first of these will be to work with existing datasets to demonstrate how the impacts of physical activity, well-being, Nature Connectedness, volunteering and others can be quantified. Some aspects can be measured using validated matrices and indexes and potentially compared to other sports/sectors. Other aspects of social impact can be quantified both against standardised impact measures and also be analysed to produce a *financial* value. Examples of this might be volunteer time and cost replacement values (which is a standard measure for valuing volunteering) and physical activity whilst angling as a proportion of minimum recommended levels of activity and the cost savings to healthcare of disease/treatment prevented. Findings will be analysed in conjunction with extrapolated population and effort data, angler typology data and other measures to produce quantified comparisons, including some regional assessment if this is possible. Additional data collection at regional level, if possible, will supplement and enhance this analysis.

The second test case will explore whether and how existing models to assess the Social Return on Investment of sport may be applied to sea angling. Substance has an established model for assessing the SROI of sport (deployed in grassroots football and other sporting contexts including Rugby Union and Badminton across Europe). One element of this assesses the value of physical activity (in terms of its contribution to reducing the risk of disease and negative social outcomes such as crime and then attributing a cost saving to that) as well as placing a monetary value on more subjective outcomes such as improved well-being or social capital. Some additional primary data will likely be required to enable this which will be identified in stage one (it may include income and other socio-demographic data subjective as well as measures of well-being

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<sup>3</sup> European Commission Research Report: Study on the Economic Impact of Sport through Sport Satellite Accounts (2018):

<https://op.europa.eu/en/publication-detail/-/publication/865ef44c-5ca1-11e8-ab41-01aa75ed71a1/language-en>

and social trust). These additional data fields will be reached through Substance's database of contacts and potentially wider survey recruitment. As with other impact assessments performing this at a regional level may be advisable/possible.

It is highly unlikely that it will be possible within the scope of this study that assessments can be made about the actual impact of management measures (which would ideally require pre- and post-measure data). However, where possible, analysis by angler type will be made and estimations about the increase and decrease in impact values due to increasing/decreasing participation might be informed by the additional surveying. Utilisation of previous studies on attitudes to management and willingness to pay (Brown et al 2019, Andrews et al 2021) may inform this analysis.

The work will identify limitation, gaps and how such data could be better collected and built into analysis in future work. Both test cases will produce a guide to standardised/recommended data fields that might be deployed in future.

## **2.4 Stage 3: Reporting**

Substance will produce the following outputs:

- Stage One Review:
  - Bibliography, matrix summary of key studies
  - A proposed testing framework for test cases.
  - An account of the economic value of sea angling in England.
- A Final Report with:
  - Stage Two findings: The results of the test cases in economic and social impact:
    - An estimate of the economic value of sea angling at a regional level
    - An quantification of social impacts of sea angling (non-financial).
    - An estimate of the social impact value (SROI) of sea angling at national/regional level.
  - Contextualisation of results against other sports.
  - Recommendations: Presentation of recommended frameworks for assessing economic and social impact in future, identifying limitations of tested approaches, gaps, required data standards and analytical approaches; and guidance on how the impact of different management measures might be assessed.

## **2.5 Steering Group**

Substance will establish a steering group involving Cefas, Defra, Angling Trust and other sea angling stakeholders. Substance will report progress to the group each month and involve partners in co-design of the review and its content, including identification of

literature and co-design test cases in Stage Two. Full meetings will be held at Inception (month one), Interim (end of Stage 1, month 3) and Final Report stages (month 6). Shorter update calls will be held in the intervening months.

## Cefas Socio Economic - Project management

### 1.4 Please provide a project management and delivery plan including Gantt chart.

#### 1. Approach to Project Management

Substance will work closely with Cefas and other stakeholders throughout to develop, deliver and adapt a successful project plan. Substance is very experienced in delivering this work and has been working in close collaboration with Cefas for a decade on a range of projects.

Substance will establish a steering group involving Cefas, Defra, Angling Trust and other sea angling stakeholders. It will report to the group each month about progress and in advance of Stage Two, discuss in depth the co-design of test cases. Full meetings will be held at Inception (month one), Interim (end of Review Stage, month 3) and Final Report stages (month 6). Shorter update calls will be held in intervening months.



#### 2. Processes

Substance is a limited company governed by a board which has overall responsibility for governance. Governance of research involves the Head of Research, CEO and Head of Operations (HoO) in bi-monthly meetings reviewing delivery, milestones and resources. Weekly Research Team Meetings specify short and medium-term deliverables and personnel.

The HoO will establish the project using Power BI and a dedicated MS Teams channel with specific tasks and responsibilities and use this to regularly review progress. The HoO will monitor the project against performance and contract requirements.

The HoR will be the Project Manager and main point of contact for Cefas and manage the team. Substance's Business Support staff are highly experienced in financial, operational and contract management and will support the work.

The inception meeting will confirm scope, approach, timetable and working arrangements and contacts. We will also confirm data security and data sharing agreements, which we regularly do with Cefas and ensure the research will meet the highest standards of GDPR requirements. Substance is accredited with ISO27001 Data Security which is audited annually.

#### 3. Time allocation and management

Substance has prepared a detailed specification of time allocation across the team which is available on request and a project timetable and Gantt chart.

Activity	Timelines
1. Inception	April 2023

2. Systematic Review	April-June 2023
3. Stage One Output	July 2023
4. Stage Two Test Cases	July-October 2023
5. Reporting	October-November 2023

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
<b>1. Inception</b>								
<b>2. Systematic Review</b>								
<b>2.1 Initial Review</b>								
Angling - social and economic								
Sport - social and economic								
<b>2.2 Second review</b>								
Angling - social and economic								
Sport - social and economic								
<b>2.3 Review Outputs</b>								
<b>3. Test cases</b>								
Economic								
Social								
<b>4. Final Report</b>								
Draft								
Comments								
Final								
<b>5. Steering Group</b>								
Set up								
Meetings								

## 4. Deliverables

Meetings:

- Inception meeting.
- Monthly update meetings with Steering Group
- Stage One Review: Bibliography, matrix summary of key studies, proposed testing framework for test cases.
- A Final Report with:
  - Stage Two findings: The results of the test cases in economic and social impact.
  - Contextualisation of results against other sports.
  - Recommendations: Presentation of recommended frameworks for assessing economic and social impact in future, identifying limitations of tested approaches, gaps, required data standards and analytical approaches; and guidance on how the impact of different management measures might be assessed.

## 5. Risk Management

An initial risk register is provided below. We will refine this in inception stages with Cefas.

Risk	Impact	Likelihood	Mitigation
Covid-19	L	L	Substance has remote working and this project does not involve any face-to-face research.



			Substance has developed processes and tools as well as social media platforms for delivering projects seamlessly during lockdowns or restrictions.
Loss of staff / staffing contingency.	M	L	Use of a large core team with long history with company; new staff recently recruited; 2 month notice period to identify replacement staff; and historic very low attrition of staff. Research Team members and Associates can cover illness / other absences.
Poor quality data and findings	M	L	We have numerous datasets and databases of anglers and sea anglers and extensive contacts with stakeholders. We are aware of data gaps and have plans to address these in the approach.
Costs exceed budget	L/M depending on extent	L	All costs, contracts and fees agreed up front with key deliverables and milestones. Substance's QA and project management approaches will monitor and regulate expenditure through the project.
Delays in project delivery	M	M	Confirmation of timelines at the earliest opportunity; sign off at inception; regular reporting of progress and flexibility to adjust.

## 6. ISO27001 Data Security

Substance is ISO27001 accredited. This means that we have implemented an Information Security Management System (ISMS) in order to ensure that all information held by the company is treated with confidentiality, integrity and is accessible at all times. We have worked hard to have the appropriate security measures in place within our company to protect all data that we hold. We expect all parties involved with our company to adhere to our policies and processes in line with data protection legislation.

Our privacy policy contains information on a subject's rights. Each data subject will have access to our privacy policy and will be briefed before participating in any of our research.  
[www.substance.net/privacy-notice/](http://www.substance.net/privacy-notice/)

The work will meet the requirements of the General Data Protection Regulation (GDPR).

## 7. Insurance

Substance has the following insurances:

- Employer's Liability: £10,000,000
- Public Liability: £5,000,000
- Professional Indemnity: £1,000,000
- Cyber Insurance: £1,000,000



## Cefas Socio Economic - Project Team

1.5 Please provide details of the project team including a summary of relevant experience and role in the project.

### 1. The Substance Project Team

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 2. The Sheffield Hallam University Project Team

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

## Cefas Socio Economic – Resources

1.6 Please provide details of resourcing in terms of staff time allocations and non-pay costs.

The table below shows the distribution of staff days across the partners. A further breakdown by project task is available on request and if needed.

[illegible]

Across the work these days are distributed as follows:

[illegible]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Cefas Socio economic – Environmental Initiatives

### 1.7 Please provide details on how your organisation supports environmental initiatives including for example recycling schemes reducing the use of single use plastics etc.

Substance has an Environmental Working Group who meet on a quarterly basis to share ideas, focus on goals and to combine efforts to ensure that we are committed to continuous improvement in managing environmental issues. An annual Environmental Impact Questionnaire is sent to staff to assess the environmental impact and identify ways to reduce our negative impact on the environment.

Alongside the company's Environmental policy (see 1.8) Substance supports environmental initiatives in a number of ways:

- All waste at Substance offices is recycled – paper and cardboard, glass, tins.
- Substance operates predominantly working from home. This helps reduce travel and carbon footprint as well as enhancing quality of life for staff. The vast majority of meetings with clients and research subjects are conducted online using MS Teams to reduce travel and where travel is essential it is undertaken using public transport except in exceptional circumstances.
- Substance has a Cycle to Work scheme to assist staff to buy bicycles for use getting to and from Substance offices.
- Substance has recently vastly improved its carbon footprint and energy efficiency as it moved offices from an Edwardian building opened in 1909 (Canada House) to a newly modernised historic building, Jactin House. The previous location had a poor environmental footprint, as it was poorly insulated, single glazed, draughty and heated by old boilers and cast iron radiators. The new location has modern glazing and heating systems which is significantly more efficient.
- Substance has supported a number of initiatives related to angling and the environment, including:
  - Helping to promote and publicise the Anglers' National Line Recycling Scheme (<https://www.anglers-nlrs.co.uk/>)
  - Supporting the MCS Great British Beach Clean.
  - Promoting a beach cleaning scheme with diarists on the Sea Angling Diary project.
  - Encouraged its own staff to participate in the GBBC, with several taking time off in working hours to contribute.
- Individually many members of staff also volunteer for environmental projects, including Sea Search.

- Substance has also conducted research on the voluntary contributions of anglers to environmental improvement work which has helped shape the promotion of angler volunteering in the National Angling Strategy (in 2013-18 and 2019-24). Substance has provided pro-bono data analysis and advice related to volunteering to angling organisations (Angling Trust, Wild Trout Trust) to assist them in developing environmental volunteering.
- In terms of materials and office supplies:
  - Substance has reviewed all of its internal operations, and has introduced paperless methods across a number of departments, dramatically reducing the amount of paper waste.
  - An audit is completed monthly to ensure that deliveries of stationery and supplies are kept to a minimum, reducing waste and carbon emissions.
  - Substance uses local businesses where possible (suppliers, tech management companies, recycling services, recruitment) to contribute towards a much greener manufacturing process.

## Annex 5 – Sustainability

### 1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

### 2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
  - 2.2.1 pay staff fair wages and
  - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

### 3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:
  - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

## 4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
  - 4.2.1 resilience to climate change;
  - 4.2.2 eliminating and/or reducing embodied carbon;
  - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
  - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
  - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
  - 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
  - 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

## **5 Social Value**

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
  - 5.2.1 new businesses and entrepreneurs;
  - 5.2.2 small and medium enterprises (SMEs);
  - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
  - 5.2.4 mutuals; and
  - 5.2.5 other underrepresented business groups.

# Short Form Terms

## 1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	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 Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>• Government Department;</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>• Non-Ministerial Department; or</li> <li>• Executive Agency;</li> </ul>
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"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"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means 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"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"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;
"Information"	has the meaning given under section 84 of the FOIA;



"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"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) 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); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or 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 whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any 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;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"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"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means 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) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 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;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the 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):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("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; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

### **3. How the Contract works**

3.1 The Order Form is an offer by the Authority 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 Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission 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**

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

#### **4.2 Goods clauses**

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority 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 Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority 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 Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) 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, where related to the Contract, any of its subcontractors or suppliers.

### **4.3 Services clauses**

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority 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 any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract 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 delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority 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 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

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

## **6. The Authority's obligations to the Supplier**

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
- (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
- (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

## **7. Record keeping and reporting**

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:



- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## **8. Supplier staff**

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority 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 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## **9. Rights and protection**

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

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

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

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
- (b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

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

## **10. Intellectual Property Rights (IPRs)**

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

- (a) receive and use the Deliverables;
- (b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 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.

10.4 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 clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

- (a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
- (b) 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.

## **11. Ending the contract**

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **Ending the Contract without a reason**

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

### **When the Authority can end the Contract**

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is 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 Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

### **11.6 When the Supplier can end the Contract**

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority 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.

(b) If a Supplier terminates the Contract under clause 11.6(a):

- (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
- (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this

payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

## **11.7 Partially ending and suspending the Contract**

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority 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 10 (ten) times the value of the Charges unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) 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:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 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 must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

## **14. Insurance**

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

## 15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.



15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) 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 Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) 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;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) 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;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

(a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;

- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

## **16. What you must keep confidential**

### **16.1 Each Party must:**

- (a) keep all Confidential Information it receives confidential and secure;
- (b) 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;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

### **16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:**

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) 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.

16.3 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 Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 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 Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

## **17. When you can share information**

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

## **18. Invalid parts of the contract**

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

## **19. No other terms apply**

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **20. Other people's rights in a contract**

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

## **21. Circumstances beyond your control**

21.1 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:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

## **22. Relationships created by the contract**

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

## **23. Giving up contract rights**

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.

## **24. Transferring responsibilities**

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

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

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

## **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. No oral modifications to the Contract shall be effective. The Authority 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 when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their 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. Preventing fraud, bribery and corruption**

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority 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.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## **28. Health, safety and wellbeing**

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.



28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

## **29. Business Continuity**

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

## **30. Whistleblowing**

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email [CMBOffice@cefas.co.uk](mailto:CMBOffice@cefas.co.uk)."

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

## **31. Tax**

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 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 this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority 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.

31.3 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 the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Publicity**

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## **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 or potential conflict between the financial or

personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

## **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 Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

## **35. Resolving disputes**

35.1 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.

35.2 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 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

## **36. Which law applies**

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.