

**ESN Royal London Hospital Proof of Concept**

**Contract Ref: C25949**

**March 2024**

**Joint Schedule 5 (Corporate Social Responsibility)**

**Part A**

1. **Definitions**

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| **“Corporate Social Responsibility Reports”** | written reports which the Supplier must complete and provide to the Buyer in accordance with Part B of this Schedule; |
| **“Carbon Reduction Plan”** | a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gases, as per PPN 06/21; |
| **“Modern Slavery Helpline"** | means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700; |
| **“Prohibited Items”** | means those items set out in Table A which the Supplier must not use in its performance of the Contract; and |
| **“Waste Hierarchy”** | means prioritisation of waste management in the following order of preference:  prevention – by using less material in design and manufacture. Keeping products for longer;  preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts;  recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols;  other recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and  disposal - Landfill and incineration without energy recovery. |

1. **What we expect from our Suppliers**
   1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. ([*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))
   2. CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
   3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.
2. **Equality and Accessibility**
   1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
      1. eliminate discrimination, harassment or victimisation of any kind; and
      2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
3. **Modern Slavery, Child Labour and Inhumane Treatment**
   1. The Supplier:
      1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
      2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
      3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
      4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
      5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
      6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
      7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
      8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
      9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
      10. shall not use or allow child or slave labour to be used by its Subcontractors;
      11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.
4. **Income Security** 
   1. The Supplier shall:
      1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
      2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
      3. not make deductions from wages:
         1. as a disciplinary measure
         2. except where permitted by law; or
         3. without expressed permission of the worker concerned;
      4. record all disciplinary measures taken against Supplier Staff; and
      5. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
5. **Working Hours**
   1. The Supplier shall:
      1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
      2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
      3. ensure that use of overtime used responsibly, taking into account:
         1. the extent;
         2. frequency; and
         3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
  2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
     1. this is allowed by national law;
     2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce
     3. appropriate safeguards are taken to protect the workers’ health and safety; and
     4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  3. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

1. **Environmental Requirements**
   1. The Supplier shall comply in all material respects with all applicable environmental laws, permits and regulations in force in relation to the Contract.
   2. The Supplier warrants that it has complied with the principles of ISO 14001 standards throughout the Term.
   3. The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

**Part B – Sustainability and Reporting**

1. **Sustainability Requirements**
   1. The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
   2. The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
   3. The Supplier shall complete and provide CCS with a Carbon Reduction Plan.
   4. The Supplier shall progress towards carbon net zero during the lifetime of the framework.
2. **Social Value Requirements**
   1. The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation its performance on meeting any Social Value obligations agreed to for the provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
   2. The Supplier shall use its best endeavours, as an organisation, to deliver environmental sustainability and protection in the provision of the Deliverables by establishing and delivering against credible targets for delivering energy efficiency throughout the lifetime of the framework.
   3. The Supplier shall use its best endeavours, as an organisation, to address inequality in employment, skills and pay by supporting disadvantaged, underrepresented and minority groups into employment throughout the lifetime of the framework.
   4. The Supplier shall use its best endeavours, as an organisation, to promote new opportunities and engage with new and small organisations (e.g. SMEs and VCSEs), to help them grow, supporting their development throughout the lifetime of the framework.
3. **Reporting Requirements**
   1. The Supplier shall complete the Corporate Social Responsibility Report in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
   2. The Supplier shall provide the baseline data contained within table B(1) – Baseline data to facilitate subsequent measurement throughout the lifetime of the framework.  The information required to populate table B(1) and annually thereafter will be provided to CCS within 10 calendar days of the submission of a request by CCS.
   3. The Supplier shall complete the Framework Performance Indicator Submission Form at the frequency outlined in Table B of this Part B and return to CCS. The Supplier shall include in the Framework Performance Indicator Submission Form the content specified within Table B.
   4. The Supplier shall attend Supplier Relationship Meetings with CCS at such times and frequencies as CCS determines from time to time to discuss the information contained in the Framework Performance Indicator Submission Forms. The information will be used to measure progress of social value activity.
   5. In the event CCS develops an alternative social value measurement tool during the lifetime of the framework, the Performance Indicator measures described at Table B will be superseded by that tool.

**Table A**

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| Report Name | Content of Report | Frequency of Report |
| Sustainability | 1. the key sustainability impacts identified; 2. sustainability improvements made; 3. actions underway or planned to reduce sustainability impacts; 4. contributions made to the Buyer’s sustainability policies and objectives; 5. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier’s operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and 6. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks. | On the anniversary of the Effective Date |
| [Greenhouse Gas Emissions] | Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors’ available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses | On the anniversary of the Effective Date |
| Water Use | Volume in metres cubed. | On the anniversary of the Effective Date |
| Energy Use | Separate energy consumption figures for:   1. assets deployed on the Supplier’s site; 2. assets deployed on the Authority’s site; 3. assets deployed off-site; and 4. energy consumed by IT assets and by any cooling devices deployed.   Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2. | On the anniversary of the Effective Date |
| Social Value | – Optional – not compulsory | On the anniversary of the Effective Date |

**Table B** – Submission to CCS

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| Report Name | Content of Report | Frequency of Report |
| Framework Performance Indicator Submission Form – Modern Slavery section | MSAT completion and progress recorded against the following 6 areas:   * Governance * Policies and Procedures * Risk Assessment and Management * Due Diligence * Training * KPI | Annually |
| Framework Performance Indicator Submission Form – Carbon Net Zero | The Supplier to demonstrate progression towards carbon net zero by reporting on the below areas   * Number of carbon reduction activities that your organisation has taken to progress your carbon reduction plan * Number of RM6116 carbon reduction activities that benefit the Buyer * List the top 3 carbon reduction activities completed for non RM6116 contracts | Annually |
| Framework Performance Indicator Submission Form –Apprenticeships | Supplier shall submit data demonstrating how they are progressing apprenticeships within their organisation   * Number of apprenticeships started * Cumulative number of apprenticeships ongoing * Number of apprenticeships concluded * Number of apprenticeships retained | Annually |
| Framework Performance Indicator Submission Form – Diversity & Inclusion | To demonstrate that suppliers are redressing workforce imbalance within their organisation   * Representation of women * Representation of ethnic minorities * Representation of staff who identify as having a disability * Representation of prison leavers * Representation of LBTQIA+ | Annually |
| Framework Performance Indicator Submission Form – SMEs/VCSEs | To demonstrate that Suppliers are engaging with and developing SMEs/VCSES   * Number of SMEs/VCSES within your supply chain for RM6116 * Number of SME/VCSEs within your supply chain delivering services on RM6116 contracts * How many sub-contract opportunities have there been within the reporting period * Of the sub-contract opportunities, how many were awarded to a SMEs | Annually |

Table B(1) – Baseline data

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| Report Name | Content of Report | Frequency of Report |
| Apprenticeships baseline data | The Supplier shall submit data demonstrating:   * % of apprentices in their current workforce * % conversion rate of apprentices retained when an apprenticeship   concludes | To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter |
| Diversity of Workforce baseline data | The Supplier shall submit baseline figures of their current UK workforce:   * Representation of women * Representation of ethnic minorities * Representation of staff who identify as having a disability * Representation of prison leavers * Representation of LBTQIA+ | To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter |
| SMEs/VCSEs baseline data | The Supplier shall produce and submit a SME / VCSE engagement strategy detailing how they intend to retain and develop SMEs/VCSEs within their supply chain. | To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter |