

ESMCP TERMS AND CONDITIONS - USER SERVICES

SCHEDULE 4

STANDARDS

CHANGE HISTORY

Version	Date	Description	Document Number
1.0	2022.08.01	Base Version – MSC 2.0 unamended	72924357.1
1.2	2023.07.27	Issued for release to bidders with ITPD	
1.3	2023.10.24	Issued for release to bidders prior to detailed dialogue	
2.0	2024.03.13	Issued for release to bidders at ISFT publication	
3.0	2024.09.30	Issued for release to the Preferred Bidder prior to contract conformance	
4.0	2024.12.06	Issued for release to the Preferred Bidder for contract execution	

Contents

SCHEDULE 4 (<i>STANDARDS</i>)	3
ANNEX 1: SUSTAINABILITY	14
TABLE A – PROHIBITED ITEMS.....	18
TABLE B – PERMITTED ITEMS	19
TABLE C – SUSTAINABILITY REPORTS.....	20

Schedule 4 (*Standards*)

1 NOT USED

2 GENERAL

2.1 Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's and/or any Service Recipient's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's and/or any Service Recipient's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4 OPEN DATA STANDARDS & STANDARDS HUB

4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT

SCHEDULE 4 (STANDARDS) ESMCP User Services

Version 4.0

Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

5 TECHNOLOGY ARCHITECTURE STANDARDS

- 5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework (TOGAF) 9.2 or its equivalent, then this shall be deemed acceptable.
- 5.2 The Supplier shall use the following notations within its Design Documentation:
- (a) notations consisting of logical functions and the interface points between those functions. Logical functions represent operations on information elements and associated state changes. Interface points carry information between the logical functions to affect the required system capabilities and features;
 - (b) BPMN 2.0 (Business Process Model and Notation) standard (to be applied for modelling business processes);
 - (c) UML 2.5 (Unified Modeling Language) standard (to be applied for modelling use cases and design models);
 - (d) the other standards and documents referenced in this Schedule 4; and
 - (e) others by agreement with the Authority in accordance with the Change Control Procedure.

6 ACCESSIBLE DIGITAL STANDARDS

- 6.1 The Supplier shall comply with the following standards and their successors (or with equivalents to):
- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.2 Conformance Level AA;
 - (b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability; and

SCHEDULE 4 (STANDARDS) ESMCP User Services
Version 4.0

(c) [REDACTED]
[REDACTED]
[REDACTED]

6.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7 TELECOMMUNICATION STANDARDS

7.1 [REDACTED]
[REDACTED]
[REDACTED]

7.2 [REDACTED]
[REDACTED]

(a) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) [REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(c) [REDACTED]
[REDACTED]

7.3 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE 4 (STANDARDS) ESMCP User Services Version 4.0

7.4

(a)

Row	Top Bar Length (approx. %)	Bottom Bar Length (approx. %)
1	95	45
2	98	40
3	100	40
4	98	0
5	90	60
6	95	0
7	90	35
8	98	65
9	90	0
10	90	55

(b)

Country	2019	2020
United States	100%	95%
Germany	95%	85%
France	90%	80%
Italy	85%	75%
Spain	80%	70%
Japan	75%	65%
China	70%	60%
India	65%	55%
Brazil	60%	50%
South Africa	55%	45%
United Kingdom	50%	40%
Canada	45%	35%
Australia	40%	30%
South Korea	35%	25%
Sweden	30%	20%
Netherlands	25%	15%
Belgium	20%	10%
Portugal	15%	5%
Greece	10%	0%
Ireland	5%	0%
Poland	0%	0%
Czech Republic	0%	0%
Slovakia	0%	0%
Hungary	0%	0%
Romania	0%	0%
Bulgaria	0%	0%
Croatia	0%	0%
Slovenia	0%	0%
Lithuania	0%	0%
Latvia	0%	0%
Estonia	0%	0%
Finland	0%	0%
Norway	0%	0%
Denmark	0%	0%
Switzerland	0%	0%
Austria	0%	0%
Germany	0%	0%
France	0%	0%
Italy	0%	0%
Spain	0%	0%
United States	0%	0%

(c)

A horizontal bar chart with three groups of bars on the left, each representing a demographic group. Each group contains three bars of different lengths, representing percentages. The bars are black on a white background. The first group (top) has bars of approximately 85%, 95%, and 10% length. The second group (middle) has bars of approximately 95%, 55%, and 10% length. The third group (bottom) has bars of approximately 100%, 90%, and 40% length.

Group	Bar 1 (%)	Bar 2 (%)	Bar 3 (%)
Group 1	85	95	10
Group 2	95	55	10
Group 3	100	90	40

SCHEDULE 4 (STANDARDS) ESMCP User Services
Version 4.0

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SCHEDULE 4 (STANDARDS) ESMCP User Services
Version 4.0

- (h) [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- (i) [REDACTED]

7.5 [REDACTED]

- (a) [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

- (b) [REDACTED]

7.6 [REDACTED]

- (a) where applicable, the Supplier Solution shall comply with the [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

SCHEDULE 4 (STANDARDS) ESMCP User Services
Version 4.0

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(c)	<div></div> <div></div> <div></div>
(d)	<div></div> <div></div> <div></div>
(e)	<div></div> <div></div>
(f)	<div></div> <div></div> <div></div>
(g)	<div></div> <div></div> <div></div>

- (h) [REDACTED]
[REDACTED]
[REDACTED]
- (i) [REDACTED]
[REDACTED]
[REDACTED]

Telecommunications Equipment Standards

- 7.10 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

8 INSTALLATION STANDARDS

- 8.1 For all aspects of the Supplier Solution, the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in regards to the installation of equipment and services.

9 ELECTRICAL SAFETY STANDARDS

- 9.1 The Supplier shall ensure that appropriate electrical standards and approved codes of practice are adopted. It is the responsibility of the Supplier to select and apply all applicable Standards based on the Supplier Equipment and Services being provided including, where applicable, the electrical standards referenced at www.hse.gov.uk/electricity/standards.htm.
- 9.2 For all aspects of the Services, the Supplier shall comply with relevant industry and HM Government standards and best practice guidelines in regards to electrical safety.
- 9.3 The Supplier shall perform electrical safety checks in relation to all equipment and Goods used or supplied in the performance of the Service under this Contract in accordance with applicable health and safety regulations and Good Industry Practice.

10 ENVIRONMENTAL STANDARDS FOR EQUIPMENT

SCHEDULE 4 (STANDARDS) ESMCP User Services

Version 4.0

- 10.1 The Supplier shall ensure compliance of all equipment to all relevant industry and HM Government standards and Good Industry Practice as regards to environmental regulations and standards.
- 10.2 The Supplier shall comply with The Batteries and Accumulators and Waste Batteries and Accumulators Regulations (SI 2009 No. 890) (SI 1994 No. 232) or any subsequent amendments or replacements.
- 10.3 The Supplier shall comply with the Eco-design for Energy-related Products Regulations 2010 (SI 2010 No. 2617) or any subsequent replacement, to improve the environmental performance of products throughout the Term.
- 10.4 The Supplier shall ensure compliance to The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations UK (SI 2012 No.3032) or any subsequent amendments and replacements.

11 SERVICE MANAGEMENT SOFTWARE & STANDARDS

- 11.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
 - (a) ITIL v4 2019 or later versions;
 - (b) ISO/IEC 20000-1 2018 “Information technology – Service management – Part 1”;
 - (c) ISO/IEC 20000-2 2019 “Information technology – Service management – Part 2”;
 - (d) ISO 10007:2017 “Quality management systems – Guidelines for configuration management”; and
 - (e)
 - (f) ISO 22313:2020 “Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301” and, ISO/IEC 27031:2011 and ISO 22301:2019.
- 11.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

12 SUSTAINABILITY

SCHEDULE 4 (STANDARDS) ESMCP User Services
Version 4.0

- 12.1 The Supplier shall comply with the sustainability requirements set out in Annex 1 (Sustainability) to this Schedule.

13 HARDWARE SAFETY STANDARDS

- 13.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
- (a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 - (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
 - (c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
 - (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

14 PROJECT AND PROGRAMME MANAGEMENT

- 14.1 [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SCHEDULE 4 (STANDARDS) ESMCP User Services
Version 4.0

14.3 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

15 FINANCIAL REPORTING

15.1 [REDACTED]
[REDACTED]

SCHEDULE 4 (STANDARDS)

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ANNEX 1: SUSTAINABILITY

1 DEFINITIONS

1.1 In this Annex 1 (Sustainability), the following definitions shall apply:

“Permitted Item”	means those items which are permissible under this Contract to the extent set out in Table B of this Annex 1 (Sustainability)
“Prohibited Items”	means those items which are not permissible under this Contract as set out at Table A of this Annex 1 (Sustainability)
“Sustainability Reports”	written reports to be completed by the Supplier containing the information outlined in Table C of this Annex 1 (Sustainability)
“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (a) Preparing for re-use; (b) Recycling; (c) Other Recovery; and (d) Disposal.

2 EQUALITY AND ACCESSIBILITY

2.1 In addition to legal obligations, where the Supplier is providing a Service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

- 2.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
- 2.1.2 advance:
 - (a) equality of opportunity; and
 - (b) good relations,

SCHEDULE 4 (STANDARDS)

DRAFT – Subject to Contract and Amendment by the Authority

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between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnerships) and those who do not share it.

2.2

[REDACTED]

2.3 In delivering the Service, the Supplier will: (i) comply with the Authority's equality, diversity and inclusion requirements as set out under this Schedule 4; and (ii) make reasonable efforts to comply with any additional equality, diversity and inclusion requirements provided to the Supplier by the Authority from time to time.

2.4 The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

2.5 Any reference to legislation or regulation in this Annex 1 shall be deemed to be a reference to the comparable legislation or regulation currently in force.

3 ENVIRONMENTAL REQUIREMENTS

3.1 The Supplier must perform its obligations under this Contract meeting in all material respects the requirements of all applicable Laws and the Contract regarding the environment.

3.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.

3.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority:

- (a) demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;
- (b) prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
- (c) be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;

SCHEDULE 4 (STANDARDS)

DRAFT – Subject to Contract and Amendment by the Authority

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- (d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;
 - (e) in the event that the Supplier becomes required by law to obtain a permit, licence or exemption to carry or send waste generated under this Contract during the Term which is subsequently revoked, the Supplier shall cease to carry or send such waste or allow such waste to be carried by any Sub-contractor until authorisation is obtained from the Environment Agency;
 - (f) minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and environment; and
 - (g) reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 3.4 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 3.5 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 3.6 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:
- (a) it is a Permitted Item; or
 - (b) the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 3.7 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services.
- 3.8 The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.

SCHEDULE 4 (STANDARDS)

DRAFT – Subject to Contract and Amendment by the Authority

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- 3.9 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority:
- 3.9.1 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems; and
 - 3.9.2 achieve continuous improvement in environmental (and social) performance.
- 3.10 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:
- <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

4 SUPPLIER CODE OF CONDUCT

- 4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5 REPORTING REQUIREMENTS

- 5.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance:
- 5.1.1 with Paragraphs 2.1, 3.1 to 3.6, 3.10 and 4 of this Annex 1 (Sustainability) within thirty (30) days of such request; and
 - 5.1.2 with Paragraphs 2.2, 2.3, and 3.7 to 3.9 of this Annex 1 (Sustainability) within thirty (30) days of such request,
- provided that such requests are limited to one per Contract Year.
- 5.2 The Supplier shall complete the Sustainability Report in relation to its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Annex 1 (Sustainability).

SCHEDULE 4 (STANDARDS)

DRAFT – Subject to Contract and Amendment by the Authority

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TABLE A – PROHIBITED ITEMS

The following consumer single use plastics are Prohibited Items:	Catering <ul style="list-style-type: none">a. Single use sachets e.g. coffee pods, sauce sachets, milk sachetsb. Take away cutleryc. Take away boxes and platesd. Cups made wholly or partially of plastice. Strawsf. Stirrersg. Water bottles
	Facilities <ul style="list-style-type: none">a. Single use containers e.g. hand soap, cleaning productsb. Wipes containing plastic
	Office Supplies <ul style="list-style-type: none">a. Plastic envelopesb. Plastic wrapping for brochuresc. Paper or card which is bleached with chlorine
	Packaging <ul style="list-style-type: none">a. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.b. Single use carrier bags
Authority specific Prohibitions	N/A
Project specific Prohibitions	N/A

SCHEDULE 4 (STANDARDS)

DRAFT – Subject to Contract and Amendment by the Authority

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TABLE B – PERMITTED ITEMS

Authority Permitted Items	<i>N/A</i>
Project Specific Permitted Items	<i>N/A</i>

SCHEDULE 4 (STANDARDS)

DRAFT – Subject to Contract and Amendment by the Authority

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TABLE C – SUSTAINABILITY REPORTS

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability - General	As proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks on a global basis].	On the anniversary of the Effective Date
Greenhouse Gas Emissions	<p>Detail the Scope 1 and Scope 2 GHG emissions associated with the Supplier's provision of the Services.</p> <p>Scope 3 emissions to be reported only if the Parties subsequently agree (acting reasonably) that these are relevant and applicable to the role of the Supplier.</p> <p>Emissions reporting should be in accordance with established best practice and internationally accepted standards.</p> <p>Greenhouse gas reporting from emissions sources (Scope 1 and Scope 2), and such other specific activities which the Parties subsequently agree (acting reasonably) are relevant and applicable to the role of the Supplier. This may include activities such as transportation, energy use and waste disposal.</p>	On the anniversary of the Effective Date