"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work;
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier

will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

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

1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

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

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

1.1.3 the date which is 12 Months before the end of the Term; and

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any

replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyersuch information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of

all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

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

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

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

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether

occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer has been made:

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in

accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

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

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions,

payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(b) the Supplier and/or any Subcontractor; and

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

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

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

2. BUYER'S RIGHTS

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3. SUPPLIER'S OBLIGATIONS

3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

3.3.1 identifying the emergence of relevant new and evolving technologies;

3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

3.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

3.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

3.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty

(20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:

3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.

3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

3.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 4 (Order Tender)

1. Methodological challenges

For this evaluation, Winning Moves (WM) are excited to be leading an expert consortium with CAG Consultants and UCL. In combination, we are uniquely equipped to navigate the challenges presented by this evaluation; in part through our joint experience of delivering the evaluation of the PSDS Phase 1 (which includes a study of Phase 2 projects) and, previously, the PSEELs evaluation. We are a very well established consortium (our combined track record also includes evaluation of the RHI and CCA), with tried and tested joint-working systems and, if appointed, can mobilise the work quickly. Below, we describe our view of critical methodological challenges and our approach to overcome them, this includes reflections on what we know / don't know from our evaluation of PSDS Phase 1.

Understanding attribution: The scheme (including PSDS and LCSF, which act differently) operates within a complex and fluid policy/market environment. This makes it challenging to understand what outcomes are additional, what would have happened anyway and whether it has a mutually supportive (or hindering) relationship with broader BEIS/ Government policies and wider external factors (discussed further below). We will use the development of the Theory of Change (ToC) for PSDS Phase 3 and LCSF to help address this, understanding *how* the scheme is intended to work - we will then seek evidence of this through the evaluation. As part of ToC development we will undertake a policy mapping exercise to identify other potential influences, and then seek to identify evidence of their interaction with PSDS through the evaluation. Given the need to understand the role of LCSF and how it contributed to PSDS for this evaluation, we will give additional attention to exploring their relative influences (both individually and together). We acknowledge there are also larger economic influences acting on the market, including rising energy costs and inflationary pressures. These will be accounted for in a number of ways including comparing the motivations for action between grant recipients and non-funded applicants and exploring self-reported attribution amongst grant recipients ('what we would have done anyway').

External factors, which impact scheme delivery: Throughout the evaluation of Phase 1 of PSDS we have seen delays to implementation of PSDS funded projects caused by multiple issues, including supply chain capacity, price inflation, and DNO availability. Inevitably project delivery affects the evaluation; it can cause both operational issues (e.g. potentially delaying fieldwork until projects reach certain stages that can be explored in interviews) and strategic problems e.g. delaying when the evaluation can generate certain insights for BEIS, including those that might help inform solutions when delivery issues are occurring). Delivery delays are less of an issue for the first financial year of the evaluation, where primary research will largely inform the process evaluation. However, as the focus of primary fieldwork moves to understanding impact, there will need to be discussions and trade-offs in the event that the pattern of project delays persists from Phases 1 and 2 to Phase 3. Building on previous experience, and an in-depth review of the evaluation aims and objectives, we have identified that approximately two thirds of the process evaluation questions could be explored largely independently of delivery. As such, if necessary, we will be able to split the qualitative fieldwork, forging ahead with evaluation questions less related to actual project delivery. We will work closely with BEIS to monitor delivery during regular project management updates, adapting our approach flexibly as needs arise and in response to anticipated changing policy needs. We have demonstrated our ability to work sensibly and flexibly around this issue with BEIS in the evaluation of PSDS Phase 1.

Respondent burden: This is a significant challenge for this evaluation, particularly as we know that a relatively small population of public sector participants and their suppliers are responsible for a large proportion of funded activity. In developing our proposal we have carefully considered and delineated between the needs of the quantitative surveys (needed for impact learning, and where a census sampling approach is optimal) and qualitative insights (which are about process learning as well as long term impacts). To help reduce respondent burden, our proposed approach seeks to avoid any overlap between the surveys

and qualitative interviews. Further approaches to mitigate burden include reducing numbers of in-depth interviews for some groups and replacing them with focus groups (or workshops). These can provide similar insights, but place less burden on participants; and/or offer greater enticement to participate, as they can provide participants with benefits such as knowledge sharing and networking opportunities. Finally, we will also develop and agree with BEIS reasonable overall thresholds for burden on respondents, which would inform sampling plans for the different stages of the evaluation.

Understanding the effects on the supply chain: The main challenge with understanding how the schemes have affected the low carbon supply chain is being able to identify all the actors that benefited from the PSDS, especially those in the wider supply chain. Based on our experience in the evaluation of Phase 1 of the PSDS, some of the installing firms and actors in the wider supply chain (e.g. project managers and consultants) can be identified from the scheme delivery data; yet other firms (e.g. subcontracted installers and manufacturers) cannot be easily identified. To address this, we propose to use a similar approach as that deployed in the evaluation of Phase 1 of the PSDS, seeking opportunities to supplement our understanding of the population of installers. This might be through additional rounds of information gathering by Salix, and / or asking, in surveys, for known supply chain firms and grant recipients to signpost further contacts.

ND-NEED: In line with the ITT and our proposed approach for the evaluation of the carbon impacts of PSDS Phase 1, we aim to combine scheme delivery data and other secondary sources such as the ND-NEED for the carbon impacts QEA. However, there is an 18-month time lag in the availability of ND-NEED; based on our current understanding of the timings of PSDS Phase 3 and the proposed evaluation timescale, the data would not be available in time for the evaluation of Phase 3 multiyear projects or single year projects funded in Phase 3b. We agree with the assumption in the ITT that DEC data is not a feasible alternative. Assuming that the evaluation timetable cannot be extended, we propose to conduct the QEA of carbon impacts in two cohorts. The first cohort will involve the analysis of Phase 2 projects and phase 3A single year projects using ND-NEED data. The second cohort will involve the analysis of phase 3A multiyear projects and phase 3B projects, incorporating methods to capture post-project energy consumption data. This additional data could be collected by Salix as part of their monitoring and reporting process or, if / where this is not feasible, captured as part of the final set of quantitative surveys. This second approach does have associated risks around data quality and missing data, which could be mitigated by requesting data as a follow-up to the survey (to allow respondents to gather meter readings) and / or conducting the final interviews for case studies face to face (enabling researchers to undertake the necessary meter readings at the same time). We may need to re-consider scheduling of these interviews if this approach were adopted.

Table 1. Expected treatment dates, observation period and timing of carbon impacts QEA

Phase	Treatment date	Latest Observation period	ND-NEED data availability	Additional data collection period	Analysis period	Analysis Cohort
Phase 2 Power	by 31.03.2022	Feb 2022 - Jan 2023	Jun 2024	NA	Dec 2024-Feb 2025	I
Phase 3A Power	by 31.03.2023	Feb 2023 - Jan 2024	Jun 2025	NA	Dec 2025- Feb 2026	I
Phase 3A Power MY2	by 31.03.2024	Feb 2024- Jan 2025	Jun 2026	31.03.2024 - 31.03.2025	Dec 2025- Feb 2026	II
Phase 3A Power MY3	by 31.03.2025	Feb 2025- Jan 2026	Jun 2027	31.03.2025 -31.03.2026	Dec 2025- Feb 2026	II
Phase 3B Power	by 31.03.2024	Feb 2024- Jan 2025	Jun 2026	31.03.2024 -31.03.2025	Dec 2025- Feb 2026	II
Phase 3B Power MY2	by 31.03.2025	Feb 2025- Jan 2026	Jun 2027	31.03.2025 -31.03.2026	Dec 2025- Feb 2026	II
Phase 2 Gas	by 31.03.2022	May 2022- May 2023	Jun 2024	NA	Dec 2024-Feb 2025	I
Phase 3A Gas	by 31.03.2023	May 2023- May 2024	Jun 2025	NA	Dec 2025- Feb 2026	I
Phase 3A Gas MY2	by 31.03.2024	May 2024- May 2025	Jun 2026	31.03.2024 -31.03.2025	Dec 2025- Feb 2026	II
Phase 3A Gas MY3	by 31.03.2025	May 2025- May 2026	Jun 2027	31.03.2025 - 31.03.2026	Dec 2025- Feb 2026	II
Phase 3B Gas	by 31.03.2024	May 2024- May 2025	Jun 2026	31.03.2024 -31.03.2025	Dec 2025- Feb 2026	II
Phase 3B Gas MY2	by 31.03.2025	May 2025- May 2026	Jun 2027	31.03.2025 - 31.03.2026	Dec 2025- Feb 2026	II

How the method meets the project objectives

We have reviewed the methods proposed in the specification and have proposed the following approach to meet the project objectives.

Workstream and objectives	Data sources and new collection (and stages)	Analysis and synthesis
Process: Assess what happened during implementation; how scheme design and delivery supported scheme aims; what worked more or less well and why	Stages 1 and 2: Analysis of scheme data, qualitative and quantitative research.	Descriptive and thematic analysis in line with the evaluation questions.
Impact: Assess the impact of the scheme; the extent to which PSDS and LCSF have supported this and how	Stage 1: a) Scoping/feasibility using scheme delivery data and other data e.g. IDBR, including increased LCSF scope, b) stage 1 surveys, c) stage 1 qualitative research. Stage 2: a) scheme delivery and other data, b) stage 2 surveys c) stage 2 qualitative research	Descriptive and thematic analysis in line with the evaluation questions. Quasi-experimental analysis
Economic: Assess cost effectiveness of the scheme.	As for impact evaluation plus costs information collected from projects and programme leads.	CBA analysis of quantifiable and monetisable benefits according to Green Book methodology.

1. Evaluation approach

Project set up - WM lead

Familiarisation: We will undertake a review of scheme documents to refresh our understanding of the roles and responsibilities of those involved in the scheme, and the processes for delivery of both PSDS and LCSF. This element will include review of wider policies relating to the Heat and Buildings and Net Zero strategies as well as reflecting broader market influences affecting the public sector and buildings.

Inception meeting: This will involve BEIS and key consortium team members. We anticipate the meeting will include discussion of our proposal, key challenges and risks[1], data sharing and management protocols and project management approaches and expectations. We will also take the opportunity discuss approaches to aligning with the activities of other influencing policies (and their respective evaluations, where relevant). Meeting notes and actions will be circulated within one week.

Planning: Stage 1 will begin with ToC development and review of the evaluation questions. We will then develop the process evaluation plan (for Dec'22), alongside a note to agree the scope of the impact and economic plans (for Nov'22). A full impact and economic evaluation plan will be prepared for the end of FY22/23. These two evaluation plans (the process evaluation plan and the impact and economic evaluation plan will be formally reviewed at the start of Stage 2. Additionally, we also propose to review and refine the scope of each round of qualitative interviews (including case studies and follow-up interviews) before they are undertaken, to confirm how they are being used.

Theory of Change (ToC) development and refinement (stages 1 and 2) – WM lead

We will build upon the ToC developed in the evaluation of Phase 1 of the PSDS to inform the development of a first draft ToC diagram; this will reflect the differences in delivery in Phase 3, as well as a focus on understanding the role and influence of the LCSF. The ToC will include summary descriptions of the scheme rationale, inputs, activities, outputs and outcomes. This will include PSDS and LCSF 'causal pathways' and logic chains (and how the latter is intended to support the former, including alternative scenarios where this does not explicitly occur). The ToC process will identify specific scheme design assumptions,

[1] Including a review of challenges encountered and lessons learned on the Phase 1 evaluation.

which the evaluation should test. It will also explicitly consider the role of external factors (e.g. other policies, market changes) and how they are likely to influence outcomes. Development of the ToC will be informed by our familiarisation work, discussions with BEIS and the suggested **workshop with Salix**, which we propose to conduct at this time (co-ordinating with BEIS on who is invited from the Salix team). This workshop will provide a wider view of scheme delivery, and some of the necessary detail to inform the ToC. The draft ToC will then be presented at a **workshop with BEIS staff** (including the policy team) to seek their input and review. We will prepare for the workshop by focusing our review on exploring where evidence appears weak, and whether/how these align with the current evaluation questions and broader objectives.

The ToC diagram will be supported by a spreadsheet workbook log, which will provide narrative support for the diagram. This will be maintained and periodically updated throughout the evaluation, such as during evaluation planning, recording key findings which inform or validate theory. Where the process identifies key new evidence gaps, these will be fed into the development of future evaluation plans. Given the fluid economic and policy environment, we have costed for an additional theory-based workshop with BEIS colleagues at the start of Stage 2, which will be informed by a **second Salix workshop**. The ToC and Log will be finalised at the end of the evaluation.

Alongside development of the ToC, we will also **review the evaluation questions** to 1) ensure that they are effectively targeted to test and enhance the ToC, 2) confirm our understanding of the scope and meaning of the questions and 3) confirm that they can be answered through the evaluation.

Scheme data scoping and analysis (stages 1 and 2) – led by UCL

Once plans for scoping the impact and economic evaluations have been confirmed, we would identify, understand and **analyse available scheme** data; data available directly from BEIS and data managed / generated by Salix. This work (planned for Dec'22 in stage 1) would include a descriptive analysis of applicant data to profile the PSDS participant population; characteristics would include: size, stakeholder type / sector, size of funding, type of project, type of support, and the degree of overlap between PSDS and LCSF applicants. We will also explore the extent to which installing firms (including subcontracted installers) can easily be identified from the scheme delivery data and the data that are available for installing firms. The outcomes would inform plans for the design of primary fieldwork and the methodologies for impact and economic evaluation (discussed further below).

Qualitative interviews (stages 1 and 2) – led by CAG and WM

We have broadly aligned our approach with that suggested in the ITT, suggesting some alternatives as a response to the methodological challenges described above and a detailed review of the evaluation questions. This has identified some question areas which may be better served by undertaking focus groups (e.g. exploring motivations and barriers, wider lessons); enabling broader and creative discussions with a range of participants and other question areas better suited to individual in-depth interviews (e.g. individual experiences of scheme and project delivery). We have therefore proposed that the qualitative research comprise a mixture of in-depth interviews, focus groups and workshops[2][3]. However, we anticipate that these will also be flexed during delivery (and in response to 'what works' during the first round of qualitative interviews).

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[2] Wherever possible using online systems (e.g. Teams, Zoom) enabling video calls for all. This includes remotely facilitative workshops and focus groups, as is the norm for this kind of research post-COVID. We will revert to telephone (or other modes e.g. face to face) as necessary according to respondent preferences and / or convenience.

[3] Workshops have been proposed where they inform specific elements of evaluation design (e.g. the ToC), and focus groups where they explore specific evaluation questions.

Stakeholder group	Type	Stakeholder sub-group and evaluation stage								Emphasis in each stage
		1 (FY22/23)		1 (FY23/24)		2 (FY24/25)		2 (FY25/26)		
Scheme participants	In-depth	3a single projects	25	3b single projects	25	3c single-year	25			1. Scheme engagement, application and scheme processes, influence of scheme changes 2. Medium and longer term impacts (costs and co-benefits)
	Focus group		2		2		2			
	In-depth	3a single projects w LCSF P2	15	3b single projects w LCSF P3	15	3c single projects w LCSF P3	15			1. As above, specifically focused on LCSF influence (compare to PSDS only) 2. As above, focused on LCSF influence (compare to PSDS only)
	Focus group		1		1		1			
	Quant follow up shorter-depth			3a single-year (mix PSDS only and w. LCSF)	30			3b single-year (mix PSDS only and w. LCSF)	30	1. Investigate and explain trends emerging from the quantitative survey, explore impacts a year after project conclusions 2. Same as above, with 3b single-year projects
	Case study	3a multi-year (w/wo LCSF)	5 (2 int./site)	3a&b multi-year (w/wo LCSF)	5 follow up, 10 new (2 int./site)	3a&b multi-year (w/wo LCSF)	15 follow up (2 int./site)			1. As above, split to focus on specific issues of interest (dependent on sampling) 2. As above, focused on medium and long term impacts and longitudinal changes
			5 additional		15 additional		15 additional			
Non-participants	In-depth	Elig. NAs & Unsucc. Aps	30			Elig. NAs & Unsucc. Aps (w/wo LCSF)	30			1. Scheme engagement, application experience, ee project plans (unsucc applicants); Awareness/scheme views and ee project plans (Elig. Nas); Influence of LCSF (received LCSF) 2. Ongoing experience of ee projects, medium and long term impacts (costs, skills and co-benefits)
	In-depth	Received LCSF P2	10							
Installer/ contractor representatives	In-depth	15		15		15				1. Scheme design, motivations, influence of phase 3 changes 2. Ongoing experience of scheme delivery and impacts
	Focus group	2		2		2				
LCSF consultant/ contractors	In depth / workshops	10 (in-depth interviews)		1 (workshop)						1. Scheme design, motivations, influence of phase 3 changes 2. Ongoing experience of scheme delivery and impacts
Supply chain representatives	In-depth	10		10		10				1. Scheme design, motivations, influence of phase 3 changes 2. Medium and longer term impacts
	Focus group	1		1		1				
TP Tech Assessors	Focus group	1		1		1				1. Scheme design, motivations, influence of phase 3 changes 2. Ongoing experience of scheme delivery and impacts

We will monitor insights being collected during fieldwork through regular catch ups between team members. These will also highlight whether there are any issues which may warrant adapting our strategies. This will include monitoring theoretical saturation (Saunders et al., 2018), to identify whether we can reduce focus on specific question areas if limited new insights are coming through. This would enable us to redeploy resources elsewhere adaptively (with BEIS agreement).

Where we are interviewing the same groups multiple times, as far as possible we will interview the same respondents with the same interviewers, to efficiently track progress and insights into medium and longer term impacts. Building on the experience of evaluation of Phase 1 of the PSDS and the PSEELS evaluation, we have proposed shorter-depth (<30 minute) interviews where we believe respondents are less likely to be sufficiently engaged to warrant a full in-depth (>45 minute) discussion.

Follow up interviews about specific projects: We propose these to be timed one year after the respective quantitative surveys (see below). We will sample this group purposively in discussion with BEIS; at this stage we suggest half should reflect on overall scheme experiences, with the other half exploring specific issues and/or technologies of interest.

Case studies: We will sample multi-year projects purposively to represent different project types of interest. We agree with the suggested approach to case studies in the ITT; however, we have reduced the number of interviews per site from three to two, focusing on interviewing the grant recipients and their associated installer / contractors. There are often site-specific issues with different stakeholders to explore, so we have also proposed additional interviews, which can be targeted flexibly in discussion with BEIS. For example, exploration of some multi-year projects may warrant interviews with two or three installers.

Sample selection: This will be purposive, taking account of the distribution of funding between PSDS and LCSF, by sector and technology, once understood from the secondary analysis:

- Eligible non-participants will be purposively selected from publicly available lists / information, informed by our understanding of how PSDS funding has been distributed by sector vs. aims, and level of applications by sector vs. aims. i.e. we would seek to understand any reasons for underrepresentation in any sectors.
- From scheme data, we will also build samples of unsuccessful participants, successful participants and LCSF contractors.
- We will work with BEIS to identify third-party technical assessors
- We anticipate the sample of installers will be provided by BEIS, supplemented with snowball sampling from participants if needed.
- The sample of supply chain representative bodies will be developed in the scoping stage around the technology profile of funded projects (noting the further shift towards low-carbon heat). We note that there is unlikely to be 25 supply chain representative bodies to interview, so we have reduced this sample size to 10. However, we have added a focus group with this group, following our strategy set out above. We would also like to include some interviews with BEIS as a substitute as well as extend this group to manufacturers (who provided useful insights in the evaluation of Phase 1).

Topic/focus/workshop group guides; bespoke guides will be developed for each stakeholder group to reflect their areas of expertise, experience and knowledge, as well as the timing and method of collection. We anticipate BEIS review of these. Where appropriate we will use data we have previously analysed to frame and focus discussions. Topic and focus group guides will prioritise the exploration of key evaluation questions, but include the space to explore topics and themes flexibly, responding to the flow of the conversations.

Timing and flexibility: As described above (methodological challenges), should delivery challenges influence timings, we would discuss with BEIS the splitting up of fieldwork to progress interviews focused on evaluation questions which are not/less delivery dependent.

Furthermore, we will also monitor the progress of our in-depth interviews/focus groups hybrid approach in practice, with the view to further evolving this (reverting back to the principally in-depth interview approach, as suggested in the ITT, if necessary/appropriate).

Fieldwork; will be undertaken by senior CAG and Winning Moves staff, experienced in conducting in-depth interviewing and coordinating focus groups. Where permission is granted, interviews would be recorded and subsequently transcribed. All personal data, including notes, recording and transcriptions would be handled in compliance with GDPR requirements. To promote honest and open feedback, we will emphasise to participants that all responses would be kept confidential and anonymous in our reporting. No individual information or attribution will be released to others in transcripts or written reports.

We will use CAQDAS software and Excel for coding, analysis and data management, allowing us to code transcripts by theme and summarise key findings with links back to the raw data. We work in pairs when undertaking analysis –ensuring that our coding of data, and interpretations and analyses (which will often be complex), are sense checked and open to challenge from another researcher familiar with the issues and context.

Impact and economic evaluation scoping (stage 1) – led by UCL

Our working assumption is that the methodology to be employed for the impact evaluation and economic evaluation of Phase 2 will largely mirror the approach used for Phase 3, albeit the scope of exploratory analysis will be much small for Phase 2 (commensurate with the size of the population). The QEA of carbon impacts will form a substantive element of the impact evaluation. The approach to the QEA and the method to be used will be explored as part of the scoping work. A key consideration will be the dataset used to measure the energy impact of the scheme. We will verify our working assumption of the ND-NEED data availability and the timing of the proposed additional energy consumption data collection. We will also get a clear idea of the sample available for QEA after dataset matching takes place. Our expectation is that the matching will be done on the UPRN as this is more likely to deliver a higher match rate than matching on address and postcodes.

We will also scope key components of the cost-benefit analysis (CBA) to assess the cost-effectiveness of the scheme i.e. the feasibility of computing net present value and benefit-cost-ratios (BCRs). Our expectation is that the CBA will include, at the minimum: carbon savings, bill savings, air quality impact and spend. We will also scope the feasibility of implementing the CBA separately for different types of projects (e.g. single year vs multiyear), types of support (e.g. with or without LCSF), technology, fuel type, The CBA could also consider different actors involved in the scheme (i.e. costs to government, applicants, installers or society), and co-benefits of the scheme (e.g. building comfort, improved quality of public services, and culture of decarbonisation).

Surveys (stages 1 and 2) – led by WM

Surveys with single year projects: In line with the ITT, we have resourced for three surveys of c.120-150 recipients of funding for single year projects, in each of FY23/24, FY24/25 and FY25/26. As set out above, although the intended aim of the surveys is to support the process, impact and economic evaluation, in the interests of managing respondent burden, our proposal is that the survey focuses on gathering evidence for the impact and economic evaluations. We consider that evaluation questions to inform the process evaluation can be well-covered by the proposed programme of qualitative interviews (including the surveys that follow-up the quantitative work). Adopting this focus will also help in managing the length of the interviews (c.20 – 25 minutes is recommended), and in achieving a good response from those who might be sampled for qualitative work - the survey can be presented as distinct from the invite to take part in the qualitative work.

Based on our experience of Phase 1 of the PSDS and information on the population of Phase 3a projects we would likely be effectively aiming for a census sampling method (interviewing as many grant recipients as we can, accepting that there will be some non-