



Department
for Environment
Food & Rural Affairs

Conditions of Contract
Short Form Enhanced
October 2021

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Authority letterhead

British Geological Survey
Nicker Hill
Keyworth,
NOTTINGHAM
Nottinghamshire
NG12 5GG
United Kingdom

Date: 28/2/2023
Your ref:
Our ref: Bravo 36520

Dear

Supply of Geological products and services

Following your tender/ proposal for the supply of subject service to the Environment Agency, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annex/Annexes** set out the terms of the contract between Environment Agency for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by accepting the Order Form on Bravo within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

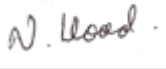


Order Form

1. Contract Reference	<i>Bravo ecm 67002</i>
2. Date	1/3/2023
3. Authority	Kings Meadow House, Kings Meadow Road, Reading, RG1 8DQ
4. Supplier	United Kingdom Research and Innovation as represented by the British Geological Survey, Nicker Hill, Keyworth, NOTTINGHAM, Nottinghamshire, NG12 5GG
4a. Supplier Account Details	Bank Acct GBP Acct Name: UKRI GBS RE NERC GBP NO 2 Bank: NatWest Bank Address: NatWest Government Banking Service Branch PO Box 2027 Parklands, De Havilland Way Horwich, Bolton BL6 4YU Sort Code: 60-70-80 Acct No.: 10012028 IBAN: GB53 NWBK 6070 8010 0120 28 SWIFT/BIC: NWBKGB2L
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annex/Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p>

	Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.	
6. Deliverables	Goods	As per specification
	Services	<i>As per specification</i>
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 1st March 2023 (the Start Date)</p> <p>and the Expiry Date shall be 28th Feb 2025 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to two of twelve months' by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	

10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: For EA SSCL (Environment Agency) PO Box 797 Newport Gwent NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Nigel Hoad</p>
12. Address for notices	Same as above
13. Key Personnel	<p>Authority: Nigel Hoad Supplier: Jon Ford</p>
14. Procedures and Policies	<p>For the purposes of the Contract the following Staff Vetting Procedures apply: The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> <p>For the avoidance of doubt, if any policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a</p>

	conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
15. Limitation of Liabilities	Same as default <i>set in Clause 12.1.</i>
16. Insurance	<p>The Supplier shall hold the following insurance cover from for the duration of the Contract and continuing 6 years after the Expiry Date in accordance with this Order Form</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than five million pounds; - Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than ten million pounds; - Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than five million pounds; - Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than five million pounds;
Signed for and on behalf of the Supplier – bravo acceptance	Signed for and on behalf of the Authority – bravo acceptance 

Annex 1 – Authorised Processing Template

Contract:	XXXX
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 – Specification

Specification/Statement of Requirement

Ref: 36520 Title: Provision with Geological Products

1. Background

The Environment Agency requires the provision of geological products to be used nationally across the Agency for the provision of (a) geological mapping and modelling, (b) interpretation studies and support tasks and (c) research and investigation.

The Environment Agency has a framework contract for these services that is due to expire on the 25 November 2022. This is now being re-tendered.

2. Framework Strategy

This framework agreement sets out the scope, rates, terms and conditions under which contracts will be formed for individual project assignments. These individual call-off contracts will be scoped and managed by the Environment Agency Project Managers.

This framework will initially run from February 2023 to February 2025, during which period the contract rates will remain fixed. Subject to Environment Agency internal approvals, framework performance, review of charge rates and the ongoing needs of the Environment Agency, this framework may be extended for two further 12 month periods.

The Environment Agency reserves the right to review the framework conditions of contract at each extension date.

3. Requirements

The tasks/categories of work to be covered by this framework are:

Geological Modelling/Mapping and data Extraction

- Review and interpretation of important stratigraphic boreholes using the Contractor's borehole archive and other relevant datasets (some third party) to construct a 3D geology model or 2D map.
- Improvements where necessary to current 1:10,000 and 1:50,000 geological mapping.
- Production of 3D geological models in Subsurface Viewer for specified areas of investigations
- Production of Structure Contour, Isopach, Rockhead elevation maps.

Interpretation and Data Delivery

- Summarisation of the stratigraphy, facies relationships and structure of the solid geology
- Description and delineation of geological/hydrogeological domains
- Digital output in ESRI (ArcView/ArcGIS) raster grid format derived from the 3D geology model or 2D map

- Production of geological cross-sections
- Production of project report providing interpretation and illustration of the 3D geology model or 2D map.

Geological Research and Investigation

- Geological research/investigation built up upon specialist data, including confidential / restricted data (some third party); to cover every aspect of geological science core to our requirements
- Application of geological scientific analysis and its interpretation
- Review and interpretation of geological evidence using the Contractor's borehole archive and other relevant datasets (some third party) to understand a particular geological conundrum.
- Provision of geological training based upon research / investigation projects
- Production of project report providing interpretation of the study

Resources

The Contractor's staff involved in the Task shall be detailed (including any subcontractors, associates, etc.) to produce a team to complete the work on time and to the necessary high standards. The role and responsibilities of each member of staff must be clearly indicated. CVs for each staff member shall be attached as an appendix to the proposal with experience relevant to this sub-task. Each individual CV shall not exceed 2 pages of A4.

The Contractor is required to ensure that staff are appropriately qualified and experienced for tasks identified in project specification. The Contractor is required to promptly notify the Environment Agency of any resource issues which may impact upon the Framework agreement.

4. Contact Persons

A single point of contact from the Contractor shall be provided to the Environment Agency. The representative from the Environment Agency will be Nigel Hoad, the EA Framework Manager.

Should one or more of the named contractors be unable to continue providing the service during the contract period, or if their performance is deemed unsatisfactory, the bidder/appointed vendor shall provide a suitable replacement of similar grade and experience. Any changes to the Key Expert team must be approved by the Contracting Authority before they can commence work under this contract.

For this Study, the bidders shall submit CVs for each candidate/key expert in the appendices. The CVs shall not be scored and will not count towards the word/page limit for evaluation purposes.

5. Programme Planning & Work Forecast

The Environment Agency will periodically provide the Contractor with a forecast of work to be allocated under this framework, however, the volume of work cannot be guaranteed. The priority of projects is to be advised by the EA Contract Manager.

Ad hoc projects may be undertaken if they do not clash with work from the agreed schedule or it is shown that the work required should be done as a matter of urgency ahead of a planned project.

6. Summary of Framework Call Off Process

The following outlines the process that will be undertaken by both Environment Agency and the Contractor for each project assignment under this framework.

- a) Project managers will update a Project Schedule (see Appendix 1) which shall outline the project proposal requirements from the Contractor. This Project Schedule along with the final specification will be issued to the Contractor.
- b) The Contractor shall provide a project proposal in accordance with the information requested in the Project Schedule and the specification issued. This is to include the following:
 - The scope agreed
 - Technical proposal listing the main tasks and sub tasks; and deliverables ie the number of borehole records the Contractor intends to analyse overall.
 - Timetable of meetings, tasks and delivery date
 - Financial proposal, total project cost with staff cost breakdown
 - Proposed resources and staff Curriculum Vitae (CVs)
- c) The Environment Agency Project Manager, in conjunction with any other Environment Agency personnel as required, will review the project proposal and discuss with the Contractor as appropriate.
- d) The final project agreement between the Environment Agency Project Manager and the Contractor should be confirmed in writing. This documentation will form the calloff contract.

When the proposal has been agreed, the EA Project Manager will issue the Contractor with a Purchase Order Number.

7. Quality Assurance Criteria

Environment Agency Project Managers should agree quality assurance methods and criteria with the Contractor as part of the costed project specification. The Contractor shall allow the EA access to borehole scans or other geological background data for the purposes of verifying or checking the models produced as long as requests are not deemed to be unreasonable or where third party confidentiality might be compromised.

Examples of quality assurance criteria likely to be used for specific deliverables include;

Drift isopach maps of lithological units

- Consistency with the borehole data collated
- Consistency with 1:50,000 geological maps unless borehole data collated as part of the project suggest these to be erroneous (this should be documented in the reporting)
- Consistency of the sum thickness of the isopach maps with the rockhead elevation map and Ordnance Survey Digital Terrain Maps (OS DTM)

Rockhead elevation maps

- Consistency with the borehole data collated

- Consistency with the sum thickness of the superficial deposits isopach maps and OS DTM

Hydrogeological domain maps for superficial deposits

- Consistency with the borehole data collated
- Consistency with isopach maps of lithological units

Geological investigation

- Verified proven data sources
- Based upon peer reviewed techniques
- Description of options of examination leading to choice of investigation of method

Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated

1.1 The Charges:

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

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

2. costs and expenses

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first two years following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of the Charges to be reviewed;

3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

4. when the Charges are linked to inflation

- 4.1 Where the Charges are stated to be "subject to indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier
- 4.2 Charges shall not be indexed during the first **two** years following the Start Date.
- 4.3 Where paragraph 5 states that a Charge is subject to indexation then it will be indexed on the date which is **two** years after the Start Date and on each anniversary of such date (in each case the "Review Date") to reflect the percentage change in the CPI in the 12 months. The Charge will be indexed using the most recently published CPI figure on the Review Date. If the percentage change in the CPI is negative on any Review Date, there will be no change to the Charge.

Where the CPI Index:

- 4.3.1 used to carry out an indexation calculation is updated then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise;
- 4.3.2 is no longer published or no longer consider appropriate by the Authority acting reasonably, the Authority and the Supplier shall agree a fair and reasonable replacement.

5. Rates and Prices

6. Currency

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

7. Variations

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

8. Electronic Invoicing

- 8.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 8.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 8.2.1 the date of the invoice;
 - 8.2.2 a unique invoice number;
 - 8.2.3 the period to which the relevant Charge(s) relate;
 - 8.2.4 the correct reference for the Contract
 - 8.2.5 a valid Purchase Order Number;
 - 8.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 8.2.7 a description of the Deliverables;
 - 8.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 8.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 8.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 8.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and

- 8.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 8.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: **(for EA)** Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 8.4 Invoices submitted electronically will not be processed if:
 - 8.4.1 The electronic submission exceeds 4mb in size
 - 8.4.2 Is not submitted in a PDF formatted document
 - 8.4.3 Multiple invoices are submitted in one PDF formatted document
 - 8.4.4 The formatted PDF is "Password Protected"

English experience of geological field mapping and its geological assessment

BGS is the UK's premier provider of geological map data, built on 180 years of knowledge and experience. We offer nationwide coverage across a variety of geological settings and at a range of scales, including 1:10k and 1:50k scale. Consequently, we offer the skills and experience to complete geological mapping and assessment for all parts of the England. A significant driver for our mapping is to provide robust geological data and knowledge to enable environmental management. Notable recent examples include:

- **Yorkshire Wolds Geological Assessment** (2019-ongoing) – collaborative (BGS-EAYorkshire Water) geological assessment at 1:10k scale and provision of 1:50k geological map for an area of >1000 km² to resolve the superficial cover and structural compartmentalisation of the Chalk aquifer (Ford et al. 2019a).
- **Fell Sandstone** (2019-ongoing) – commissioned (EA) geological mapping and 3D modelling of the Carboniferous Fell Sandstone and the impacts of the local structure on the aquifer system (Ford et al. 2019b).
- **Chilterns Mapping & Modelling Assessment** (2014-ongoing) – collaborative (BGS-EAAffinity Water) geological mapping at 1:10k scale and provision of 3D geological models for eight Chalk stream catchments across the Chilterns to characterise the aquifer and the superficial cover
(https://www.hydrogroup.org.uk/wpcontent/uploads/2019/07/01_EA_Superficial_deposits_Farrant.pdf).
- **Isle of Wight** (2013; <https://webapps.bgs.ac.uk/data/maps/maps.cfc?method=viewRecord&mapId=12108>) – strategic geological survey, delivering geological map data at 1:10k and 1:50k scale. Incorporating mapping of bedrock strata and superficial deposits. Structural mapping and integration of sub-surface data to resolve the concealed succession.
- **Vale of York** (2008; <https://webapps.bgs.ac.uk/data/maps/maps.cfc?method=viewRecord&mapId=9370>) – strategic geological survey of the district (1:10k and 1:50k scale), resolving the highly heterogeneous Quaternary facies and structurally deformed underlying Triassic aquifer.

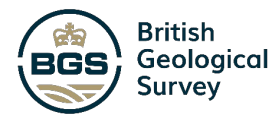
In addition to geological mapping, we undertake a range of applied geological assessments. Assessments apply a variety of techniques to add value to our baseline information, geological map data and knowledge to deliver 3D geological models, cross-sections, domains maps, thematic outputs, reports and scientific publications. These outputs support applications including de-risking infrastructure and informing aquifer system conceptualisation and modelling, e.g.:

- **Fylde Quaternary Assessment** – cross-section construction, 3D modelling and assessment of the superficial deposits rockhead surface including buried channels (Cripps et al. 2016).

- **Superficial Domains Assessment of the Durham Area** – characterisation of the aquifer cover succession and definition of hydro-domains to inform groundwater management (Price et al., 2007).
- **East Lincolnshire 3D Geological Assessment** – bedrock and structural 3D geological modelling and derivation of isopach, depth and facies maps for concealed succession to inform subsurface management (Monaghan et al., 2012)

We complement mapping with a variety of techniques including geochemical and geophysical investigations, e.g.:

- **BGS Geochemical Baseline Survey of the Environment** is the national strategic geochemical mapping programme (G-BASE; <https://www.bgs.ac.uk/geology-projects/appliedgeochemistry/g-base/>). The project investigates the surface environment using stream sediment, stream water and soil samples and is a unique, systematic geochemical baseline.



- **Tellus South West** project (2013; <http://www.tellusgb.ac.uk/home.html>) involved the BGS-led acquisition of a high resolution airborne regional geophysical survey for South West England. Radiometric, magnetic and LIDAR data collected in the survey are used in the management of the region's environment and natural resources.
- **BGS Geophysical Tomography** (GTom) provides leading-edge technology for non-invasive, geoelectrical imaging of the shallow subsurface. Recent project examples include the use of novel geophysical imaging approaches for assessing the health of safety-critical flood defence infrastructure (<https://www.bgs.ac.uk/geology-projects/geophysical-tomography>).

For each mapping and assessment project, BGS firstly defines and agrees with the client the geological data outputs, research, and methods that will address the project requirements. We query our extensive databases of baseline information using corporate GIS systems to identify and compile all potentially relevant spatial data. Additional information provided by the client is integrated into the GIS.

We use BGS workflows, databases, and interfaces to efficiently access and review these data and to securely capture and manage new interpretations. Where appropriate, we use 3D visualisation (e.g. GeoVisionary, Napier (2011)) and GIS analysis to cross-check existing geological maps and models in the context of other spatial data. This enables an objective validation of existing interpretations, indicates where refinements are necessary, and informs which investigative techniques are most appropriate.

Where geological mapping is appropriate, it targets areas of uncertainty using appropriate techniques for the geological terrain being mapped. Data is captured using the BGS digital mapping system (SIGMA; <http://www.bgs.ac.uk/research/sigma/home.html>). Field mapping may be complemented by palaeontology and targeted shallow geophysics to resolve structural features and stratigraphical/lithological/facies change.

Where a 3D geological model or cross-sections are required, relevant data are interpreted in a combination of BGS corporate software packages. Models may be delivered in the EA

corporately approved software package Lithoframe Viewer (superseding the Subsurface Viewer). Outputs are supplied in a range of formats including ESRI/ArcMap. Bespoke formats and maps such as structure contours, isopachs, separation maps and rockhead elevation models as well as domains maps can be produced on request.

Established BGS procedures for map and model checking, QA and approval are applied. Crucially, these procedures assess and cross-check the geological outputs against baseline data, conceptual geological understanding, and requirements of the project. Any assumptions and known limitations of the geological outputs are conveyed alongside a written and illustrated report of the geology.

REFERENCES:

- Cripps C and 3 others. 2016. The Fylde, Lancashire: Summary of the Quaternary Geology. BGS OR/16/013.
- Ford J R, and 7 others. 2019a. North-East Yorkshire Wolds Geology Assessment. BGS CR/19/79. Ford J R, Wakefield O J W, Kearsey T. 2019b. Geological characterisation and cross-section study of the Fell Sandstone Formation in the Berwick-upon-Tweed area. BGS CR/18/130.
- White, A, Wilkinson, P, Boyd, J, Wookey, J, Kendall, JM, Binley, A, Grossey, T, Chambers, J: Combined Electrical Resistivity Tomography and Ground Penetration Radar to Map Eurasian Badger (Meles Meles) Burrows in Flood Embankments (Levees). ENGEO-D-22-01128, Available at SSRN: <https://ssrn.com/abstract=4200282> or <http://dx.doi.org/10.2139/ssrn.4200282>
- Monaghan A and 9 others. 2012. New insights from 3D geological models at analogue CO2 storage sites in Lincolnshire and eastern Scotland, UK. Proceedings of the Yorkshire Geological Society, 59 (1).
- Napier, B. 2011 GeoVisionary: virtual fieldwork for real geologists. V1 Magazine.
- Price S J and 7 others. 2007. Superficial Geology and Hydrogeological Domains between Durham and Darlington. BGS CR/07/002.



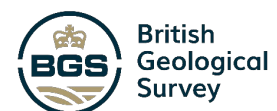
Access to all data

The BGS is a data-rich organisation with over 400 geoscience datasets in its care, including: the national archives of borehole data, historical geological maps and records, the UK's stratigraphical lexicon, systematic soil and water geochemistry data, interpreted geophysical profiles and nationally strategic paleontological collections. Our data is managed by the BGS-hosted National Geoscience Data Centre (NGDC; www.bgs.ac.uk/geological-data/national-geoscience-data-centre/).

Our familiarity with these and other BGS spatial data assets, our ability to consider both public and restricted datasets, and our proprietary tools, workflows and quality management procedures allow us efficiently to discover, access and integrate them. This underpins our ability to provide geological interpretations that honour all pertinent data and provide outputs that can be readily and coherently integrated with data and models maintained by end-users (e.g. water-level data). We can take a uniquely inclusive and contextual approach to geological research related to a range of applications, including groundwater management, infrastructure design and construction, and geological hazard assessments. The choice of datasets and methodologies for their assessment will be stated in the proposal for each project under this framework agreement. Notable BGS data resources include:

- The **Single Onshore Borehole Index (SOBI)**; <https://www.bgs.ac.uk/datasets/boreholesindex/>) is an index of over one million records of boreholes, shafts and wells from all forms of drilling and site investigation work held by the BGS. The collection covers onshore and nearshore boreholes from Great Britain dating back to at least 1790 and ranging from one to several thousand metres deep. Each year, we add thousands of new records from a variety of sources and can readily accommodate new data supplied by the EA where appropriate. SOBI includes publicly accessible records as well as and restricted, commercial sensitive and confidential data that are accessible to BGS and can be used to inform and underpin geological studies (e.g., Kessler et al., 2016; Lee et al. 2020).
- The **BGS collection of historical geological maps and records** includes the original field maps, photographs and notebooks that underpin the UK's national geological map data. These documents, including corresponding digital scans available internally, contain unique field observations (e.g., descriptions of temporary exposures that are no-longer accessible) and interpretations. Data obtained from these documents is used by BGS to add value and confidence to modern geological investigations.
- In addition to digital data, we hold **unique physical collections of geological material** from which valuable data can be obtained. BGS palaeontological collections, dating back to the mid19th century, include material from boreholes and outcrops that provide under-pinning evidence for the geology that is interpreted on maps and in the sub-surface. In cored boreholes, these collections provide crucial evidence for the age-calibration of borehole geophysical logs, allowing confident interpretations of subsurface geology to be extended into the geophysical logs of un-cored boreholes. Historical collections from old quarries, railway cuttings and industrial sites often provide evidence for the age of the surface geology where this has been obscured by modern urban development and agricultural activity, a particular asset for studies across southern and south-eastern England (e.g., Woods et al. 2018)
- Through the **Public Sector Mapping Agreement for England and Wales** and similar agreements, BGS has access to a range of geologically relevant spatial datasets, including digital topographic maps, aerial photography, digital elevation models. Through our network of 3rd-party data providers and for the purpose of informing strategic geological studies, including mapping and modelling, we can obtain a variety of complementary datasets including industry seismic and geophysical well records (e.g., Ford et al., 2019a; Watkinson, 2019).

BGS has invested in spatially enabling our extensive resource of baseline data. Through BGS's constantly evolving proprietary tools and workflows for data discovery, access, management and



integration we are able to make efficient and appropriate use of these datasets (BGS Digital Strategy <https://www.bgs.ac.uk/download/bgs-digital-strategy-2020-2025/>). In-house data discovery applications, incorporating bespoke data interrogation tools, promote a consistent and inclusive approach to the use of data to underpin geological

studies. Our internal Geoscience Data Index (GDI), with immediate access to over 150 datasets is deployed across the organisation (the internal GDI provides extended functionality to our external GeoIndex Onshore <https://mapapps2.bgs.ac.uk/geoindex/home.html>).

Our teams of specialists are trained in the use of these tools and datasets, including procedures for management of data quality. This enables our teams to integrate data from multiple sources to address geological challenges and build confident geological products. BGS digital infrastructure supports remote access and management of the digital data. Remote-working and field-based staff can efficiently and securely access the data and tools, allowing seamless transitioning from the office to the field. Continuity of access ensures that all relevant datasets and tools are available to underpin geological activities at all stages of project work.

LAWFUL ACCESS: We confirm that BGS has immediate, lawful access to all datasets that in its opinion are required to underpin geological activity tasks as anticipated in connection with this work. BGS's Legal and Intellectual Property Rights team actively manage BGS activities in relation to licensing out of its own data, as well as any 3rd party materials licensed in to our organisation. For the purpose of completing geological survey activities, including those specified in the Provision of Geological Products and Services, we have lawful access to both public and restricted/confidential data, including borehole records, to inform our geological mapping and modelling. BGS pre-publication review procedure, covering reports and research papers, includes appropriate checks and assurances on the lawful use of data.

REFERENCES:

Kessler H, Terrington R, Wood B, Ford J R, Myers T, Thorpe S, and Burke H. 2016. Specification of in- and output data formats and deliverables for commissioned 3D geological models. BGS OR/16/052.

Lee J R, Haslam R, Woods M A, Rose J, Graham R L, Ford J R, Schofield D I, Kearsey T, Williams N.

2020. Plio-Pleistocene fault reactivation within the Crag Basin, eastern UK. *Boreas*, 49 (4).

Watkinson, K. 2019. Remote geological assessment of the north-east Yorkshire Wolds. BGS IR/19/008.

Woods M A et al.. 2018. High-resolution stratigraphy and physical property modelling of the Chalk. Chalk2018 Conference Volume.



Have the in-house fully qualified and experienced staff to address all geological activities covered in this contract

We have a highly experienced team of geologists, GIS experts, and modellers who routinely work together to deliver high quality map interpretations and models using the data listed above, and we will deploy additional technical experts to interpret other forms of data (such as geophysical logs and hydrogeological data) where this is available and relevant to specific projects. Demonstrating this capability, example CVs are included across a range of grades and geological experience within a group of around 30 staff who routinely work together to deliver high quality map interpretations and models and datasets and deployed across the organisation.

Over the last 5 years, under the previous BGS-EA framework agreement, BGS has delivered **caxxxx** of geological mapping and modelling projects, with on average 3 projects being delivered concurrently in each financial year. Delivery of this work is only possible due the depth and breadth of the team of geologists, GIS experts and modellers held by

BGS – both in terms of the skills required for any one project and to be able to deliver several of these projects in parallel in any one year.

For each project specification, we will ensure that staff are appropriately qualified and experienced for tasks identified in the project scope. We will identify the role and responsibilities for each member of staff, and include all CVs not already submitted.

The right resources are allocated to each project

During the BGS project initiation process, a qualified project lead will identify the most appropriate work method and delivery approach for the project specification, and the matching set of skills and knowledge required in the project team. Staff choice and allocations are reviewed by the BGS Programme Managers ('CPMs') as part of this process to secure availability and ensure scheduling requirements, across the multidisciplinary teams. Staff resource plans specified in the project initiation process are approved by the Programme Director. Once projects are active, project progress and staff resource requirements and scheduling are planned, and regularly reviewed (at least monthly) between the BGS programme manager and the Project Manager to maintain management oversight. This helps ensure staff choice and allocations are prioritised and maintained to project plans, and resource requirements and dependencies can be managed effectively as needed across project schedules.

Show how integrated the technical practitioners are, between parts of your organisation.

The team of 30 geologists, GIS experts, and modellers named within this tender who routinely work together to deliver high quality map interpretations and models and datasets are deployed across the organisation. Approximately 22% of these specialists are managed directly within BGS Informatics Directorate (GIS and modelling specialists); whilst the team geologists are directly managed across the main BGS science programme areas (23% within BGS Environmental Change and Adaptation programme; 25% within Decarbonisation Resource Management) and 30% within BGS cross-cutting National Geoscience programme. This team of experts generally spend one third to half of their annual allocation to deliver UK geological knowledge and mapping within BGS National Geoscience programme (funded as part of National Capability or as externally commissioned work). A significant proportion of the technical experts remaining allocation is integrated to provide underpinning geological knowledge and skills to the applied BGS science programmes. As such the team of experts named are closely integrated in many aspects of BGS applied science, as well as to deliver core geological data and knowledge.



Consistency of the team

The team brings a breadth of experience and specialists across a range of grades. 16% of the group are graded at Band of Principal (Band 4/F) or above; 46% as senior geologists and geoscientists (Band 5/E); and 39% at Band 6-7/D-E) field survey geologists. Knowledge and expertise in key specialisms required for the tender are held equally (see staff CVs); there being equal number and capacity with expertise in analysis of UK stratigraphy, Quaternary science and domains; geological survey mapping; geological modelling; Structural knowledge and assessments; and in addition a range of expertise in interpretation of a wide range of geological data (seismic data and interpretation, geophysical log data, and palaeontology). Across the team, members have worked on average over 10 years at BGS, and over 15 years in senior and principal grades, ensuring key longevity of knowledge is held, but is also being transferred and developed in the early- and mid-career members of the team. This brings a resilience of skills and experience required to deliver core requirements of the tender. In this, the team reflects a diverse and inclusive BGS workforce.

Resource availability and capacity

As set out above, knowledge and expertise in key specialisms required for the tender are held equally within the team (see staff CVs); and reach-back to additional named staff is available for key expertise and roles on any one project. This ensures resilience of resource availability for projects as required by the tender requirements. For example, skills and expertise are held in reach-back on stratigraphic knowledge and analysis within the teams' mapping specialists; seismic interpretation expertise and reach-back held within structural survey geologists in the team and BGS and so forth.

BGS management oversight and process (see part 2 above) works to ensure required staff choice and allocations are prioritised and maintained to project plans, and resource requirements and dependencies can be managed over the duration of projects, including any reach-back required. This management oversight is led by the Programme and Project Managers and is supported by BGS Oracle and RMS Changepoint (Resource management Systems) systems – providing monthly and on demand resource reporting; and approval of any change management is done via these systems as part of BGS management and assurance processes.

A key pillar of BGS workforce planning is to both maintain and build capability in mapping and modelling and key UK regional geological knowledge to meet emerging geological challenges. These skills and requirements align closely to that required by the tender.

Anticipated EA requirements and demands are considered within BGS' workforce plan to ensure ongoing provision of appropriate skills and capacity for requirements. Investment in training programmes is a key part of this, to ensure flexibility in capacity, and that workforce skills are continually renewed and strengthened with external and peer-review learning.

Over the last 5 years, technical courses (most multi-day and field-based) have included: core analysis; seismic data interpretation and section analysis; carbonate geology; structural analysis and field observations; BGS sigma mobile digital mapping capture; rock classification; Applied glacial deposits and processes. On average, around 300 person days of technical training are undertaken on average each year across the team of specialists. A range of wider courses around project and people management, Health and Safety legislation, data & cyber security are regularly undertaken around this.

Although we do not foresee any issues, we will promptly notify the Environment Agency of any resource issues that may impact upon the Framework agreement.

In-house analytical methods of geological assessment

BGS offers a wide range of techniques covering all aspects of geological assessment. Our approaches are backed-up by peer-review. Notable techniques include:

+ *Remote sensing*: processing and visualisation of imagery and ground motion data; field-based data acquisition, including drone-based and terrestrial LIDAR

(<https://www.bgs.ac.uk/geologyprojects/geodesy/>).

+ *Seismic data processing and interpretation*: use of PETREL (or similar) for subsurface structural and lithological assessment or 2D and 3D seismic data (e.g. Ford et al., 2019a).

+ *Borehole analysis*: shallow drilling, logging, interpretation, correlation and modelling of borehole material and archival records, including rock and soil characterisation and classification (to British Standard or to appropriate BGS classification schemes e.g. <https://www.bgs.ac.uk/technologies/bgsrock-classification-scheme/>).

+ *Regional and shallow geophysics data management and interpretation*: ground-based passive seismic and potential-field geophysics; delivery and interpretation of regional airborne surveys (<https://www.bgs.ac.uk/geology-projects/geophysical-tomography/>).

+ *Tectono-stratigraphical analysis*: combined investigation of the structural and sedimentological evolution of basin systems, to develop coherent regional-understanding of facies heterogeneity (Woods et al., 2018).

+ *Palaeontology and dating*: environmental and biostratigraphical determinations based on existing BGS collections and targeted field-based specimen collection and section-logging (Woods, 2015). BGS geochronology labs offer a variety of absolute dating techniques (<https://www.bgs.ac.uk/geologicalresearch/science-facilities/rock-volume-cluster/>).

Geochemical surveys: collection and interpretation of water and soil geochemical survey data at a variety of scales (<https://www.bgs.ac.uk/geology-projects/applied-geochemistry/g-base/>).

+ *Geological field mapping*: detailed- to rapid, local- to regional-scope geological field mapping and compilation of new and revised geological map data at a variety of scales, from 1:10k to 1:50k (Ford et al., 2019a).

+ *3D geological modelling and model/data delivery*: use of PETREL, Groundhog or equivalent software for 3D structural/stratigraphical modelling of bedrock and superficial deposits; use of BGS's LithoFrame Viewer, to disseminate 3D models (<https://www.bgs.ac.uk/geology-projects/geology-3d/>).

+ *Spatial data analytics and delivery*: data analytics to create geological surfaces including contours, isopachs, rockhead elevation maps, and to output a range of industry-standard formats including

ESRI/ArcGIS grids (Lee et al., 2020;

https://www.hydrogroup.org.uk/wpcontent/uploads/2019/07/01_EA_Superficial_deposits_Farran_t.pdf).

+ *Domains definition*: incorporation of applied understanding of hydrogeological properties and processes to assign geological units to 'hydro-domains' or specific geological groupings, appropriate to the geological challenge (McMillan et al., 2020).

+ *Geo-cartographic delivery and scientific reporting*: production of publication-quality maps and crosssections; documentation and communication of findings, including structure, stratigraphy, facies, and domains through client-facing and peer-reviewed publications (<https://webapps.bgs.ac.uk/data/maps/maps.cfc?method=viewRecord&mapId=12108>).

BGS provides training and knowledge transfer in many of these techniques. For example, BGS-training in proprietary mapping 3D modelling and mapping workflows and tools to our user community (<https://www.bgs.ac.uk/about-bgs/services/training/>).

Where exceptional requirements are identified, we have access to complementary techniques via our extensive network of collaborators and service providers in academia and industry.

We select a combination of techniques that is appropriate to the location, geology, project resources, and client's priorities. We have UK-wide experience and understanding of the most appropriate combination of techniques, for example:

Scenario	Remote Sensing	Seismic interpretation	Borehole analysis	Geophysics	Stratigraphic analysis	Palaeontology	Geochemical surveys	Geological Field mapping	3D modelling and delivery	Spatial analytics and delivery	Domains definition	Geocartographic delivery and reporting
'Lowland' superficial area (e.g. S.England) (https://www.hydrogroup.org.uk/wpcontent/uploads/2019/07/01_EA_Superficial_deposits_Farrant.pdf)			X	*1			*2	X	X	X	X	X
'Upland' superficial area (e.g. N.England) (e.g. Ford et al. 2019b)	X		X	*1			*2	X	X	X	X	X
Bedrock aquifer, mining/hydrocarbons area (e.g. Kent, E.Midlands, Yorkshire) (e.g. Yorkshire Wolds (Ford et al., 2019; Vernon et al., 2020))	X		X		X	X		X	X	X		X
Bedrock aquifer, no mining/hydrocarbons data (e.g. large parts of S.England) e.g. Beane Catchment Modelling	X		X		X	X		X	X	X		X

*1 e.g. to identify features such as buried valleys; *2 e.g. as evidence for differentiation of deposit

The BGS approach to geological assessments integrates a variety of techniques, data (including restricted data) and skills from across the organisation to create, test, and deliver robust interpretations. Our multi-disciplinary teams access expertise from across BGS. We assess the most appropriate techniques to maximise the value of existing baseline-data and target efficient capture on new fieldbased observations. Our integrated digital workflow ensures seamless transfer of data and knowledge through the project. This allows us to combine regional-knowledge with outcrop-scale observations and achieve coherent geological interpretations that are consistent with historic data and the latest available evidence. We have a track record of successfully applying our integrated approach in scenarios across the UK (see examples in table).

REFERENCES:

McMillan, A. A. et al. 2020. Hydrogeological characterization of the onshore Quaternary sediments at Sellafield using the concept of domains. QJEGH (2022), 33 (4).
Woods M A. 2015. Applied palaeontology in the Chalk Group. Proceedings of the Geologists' Association, Vol. 126.
Woods M A et al.. 2018. High-resolution stratigraphy and physical property modelling of the Chalk. Chalk2018 Conference Volume.
Vernon R et al.. 2020. Surface and subsurface fault mapping in the Yorkshire Wolds, UK. EGU annual meeting, Vienna 2020.

Data management systems

BGS is the UK custodian of geoscience digital, analogue and sample data and are funded to securely manage these assets by UKRI through the BGS National Geoscience Data Centre (NGDC), and BGS National Geological Repository (NGR) (Pinnick, 2017). The NGDC is recognised as a NERC Environmental Data Centre for geoscience data and the NGR as a UKRI national science facility. NGDC holds over 1,000,000 borehole records (including associated geotechnical and laboratory test data), geological maps (1:10000 to 1:625000), geochemical and groundwater data. The NGR contains the largest collection of geoscience samples from the UK, and the UK's largest core storage and examination facility. Its unique collections are used extensively by industry, in research and to support teaching. Its centrepiece is the Core Store that includes over 250 km of cores, samples, and cuttings from over 15000 onshore boreholes.

This collection of geoscientific data helps make the BGS the authoritative source of geological and geo-environmental data for the UK. BGS gained the CoreTrustSeal 2018 (Pinnick, 2019) adhering to standards that underline the BGS commitment to the 'TRUST' and 'FAIR' principles of data management for both open and commercial-in-confidence data. BGS were certified with Cyber Essentials Plus (June 2022) ensuring all hardware, software, and associated workflows followed industry standard cyber security.

Much of the geoscientific data held by BGS is stored in Oracle geodatabases (Nayembil, 2008 and 2015a), and made available using the Open Geoscience portal (Wildman, 2022) and web enabled map services using the BGS GeoIndex (Baker et al, 2013). BGS GeoIndex provides access to a range of 2D information and data resources through an interactive map viewer, enabling users to navigate to their area of interest, view, and query datasets, download reports, clip data, and make enquiries. These include web map services for the geological map data, and downloadable scans of the borehole records which are approximately accessed 130000 times per month (Wildman, 2022). In addition, the BGS have several services and portals to ingest data to improve the re-usability of 3rd party data (Nayembil, 2015b; Watson, 2015).

BGS have an enquiries service to manage bespoke requests (e.g., 3D geological model outputs, structure contours, isopachs, rockhead elevation maps). BGS have the capability to deliver in any format including digital outputs in ESRI (ArcView/ArcGIS) raster grids, CAD and other model formats using proprietary software such Feature Manipulation Engine (Terrington et al, 2017). Bespoke analytical tools have been developed for the EA by BGS, such as the Aquifer/Shale separation maps (Loveless, 2018), the National Groundwater Modelling System (Whiteman, 2012) and UK3D National Fence Diagram (Waters et al, 2016).

The BGS also provides an open Subsurface Viewer (Lithoframe Viewer, LfV), an EA corporately approved software package. The LfV enables interrogation of the geological models including the capability to create synthetic boreholes, cross sections, and horizontal slices (Loveless, 2017; Cripps et al, 2021). Further, BGS have developed web enabled interrogation of 3D geological models using the BGS GeoIndex for major urban areas (Whitbread, 2021).

REFERENCES

Baker, G; Nayembil, M; Bell, P. GeoIndex Spatial Layers - live delivery of BGS spatial data. July 2013, <http://www.bgs.ac.uk/geoindex/wms.htm> [Output (Electronic)]

CoreTrustSeal. National Geoscience Data Centre Implementation of the CoreTrustSeal. Available at: <https://www.coretrustseal.org/wpcontent/uploads/2018/01/National-Geoscience-DataCentre.pdf> (Accessed: November 28, 2022).

Cripps, C; Kehinde, M; Lewis, M; Garcia-Bajo, M. 2021 Application theme 4 – regulatory support.

Case study 21:1: the use of 3D models to manage the groundwater resources of the Lower Greensand confined aquifer, Hertfordshire and North London, England. In: Turner, Alan Keith; Kessler, Holger; van der Meulen, Michiel J., (eds.) Applied Multidimensional Geological Modeling. Wiley Blackwell, 501-517.

Loveless, Sian E.; Bloomfield, John P. ; Ward, Robert S.; Hart, Alwyn J.; Davey, Ian R.; Lewis, Melinda A.. 2018 Characterising the vertical separation of shale-gas source rocks and aquifers across England and Wales (UK). Hydrogeology Journal, 26 (6). 1975-1987. <https://doi.org/10.1007/s10040018-1737-y>

Nayembil, M.; G Baker. 2015b The Role of Data modelling in a Modern Geological Survey (extended abstract). In: The 17th annual conference of the International Association for Mathematical Geosciences, September 5-13, 2015, Freiberg, Germany (unpublished).

Nayembil, M.; Watson, C.. 2015a Why share data and what methodologies can help? [Poster] In: 17th Annual Conference of the International Association for Mathematical Geosciences, Freiberg, Germany, 5-13 Sept 2015. British Geological Survey.

Nayembil, M.; Adlam, K. 2008 Oracle Spatial in British Geological Survey. In: Oracle Spatial Special Interest Group (SIG), British Geological Survey, 07th February 2008. Wimbledon, UK, UK Oracle User Group (UKOUG).

Pinnick, J. 2019. Building Resilience at the National Geoscience Data Centre: Enhancing Digital Data Continuity Through Research Data Management Training. iPres 2019 Conference Proceedings.

Pinnick, J. 2017. Exploring digital preservation requirements: A case study from the National Geoscience Data Centre (NGDC). DOI: [10.1108/RMJ-04-2017-0009](https://doi.org/10.1108/RMJ-04-2017-0009)

Terrington, R.; Thorpe, S.; Jirner, E.. 2017 Enkoping Esker Pilot Study : workflow for data integration and publishing of 3D geological outputs. British Geological Survey, 50pp. (OR/17/003)

Waters, C.N.; Terrington, R.L.; Cooper, M.R.; Raine, R.J.; Thorpe, S.. 2016 The construction of a bedrock geology model for the UK: UK3D_v2015. British Geological Survey, 22pp. (OR/15/069)

Watson, C.; Nayembil, M.. 2015 Integrating commercially generated data into centralised geoscience data repositories for the benefit of urban environments. In: 17th Annual Conference of the International Association for Mathematical Geosciences, Freiberg, Germany, 5-13 Sept 2015, Freiberg, Germany, 5-13 Sept 2015. International Association for Mathematical Geosciences.

Whitbread, K. New tool provides users with free access to geological models for three major UK cities. BGS Press release. 18th November 2021. British Geological Survey (<https://www.bgs.ac.uk/news/new-tool-provides-users-with-free-access-to-geological-models-forthree-major-uk-cities/> - Date accessed 29/11/2022)

Whiteman, M. I. Maginness, C. H. Farrell, R. P. Gijssbers, P. J. A and Ververs M. The National Groundwater Modelling System: providing wider access to groundwater models. Geological Society, London, Special Publications Volume 364 Pages 49 – 63 <https://doi.org/10.1144/SP364.5>

Wildman, Geraldine; Lewis, Edward. 2022 Value of open data: a geoscience perspective. Geoscience Data Journal. <https://doi.org/10.1002/gdj3.138>

Social value

BGS recognises that we are all experiencing a period of unprecedented environmental change and societal expectation to respond to that change. Positive action is needed to address the environmental sustainability challenges, including climate change and loss of biodiversity, both of which are a result of human actions. This is achieved by working in research various topics via the challenge areas as well as by direct action on our own sites.

Challenge areas

The environmental change, adaptation and resilience challenge area seeks to reduce the vulnerability of social human infrastructure and biological systems to relatively sudden change. This requires us to understand our natural environment, anthropogenic interaction with the subsurface and environmental response, and to model associated change. To do this we will continue to research our groundwater, sea floor & coasts, soils and landscapes and urban infrastructural interactions with the subsurface.

The decarbonisation and resource management challenge area fits within the context of the increased need to decarbonise energy and industry, the need to use resources more optimally, the intense global competition for resources and a need to expand the delivery of affordable, sustainable energy across the world.

Within the **multi-hazards and resilience challenge** area the focus is on how natural hazardous processes have significant effects on economic growth, the built environment, lives, and livelihoods. Risks and impacts of disasters are particularly severe in developing countries and are likely to be exacerbated by climate change. Our work with partners worldwide to enhance understanding of hazards, exposure, vulnerability, and risk will ensure our science is usable, useful, and applied.

BGS Environmental Sustainability Strategy and Delivery

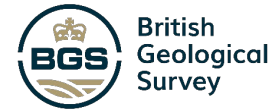
In this strategy, we endeavour to reduce our environmental impact whilst staying at the cutting edge of our research through 15 commitments (based on the BGS Estate, our working practices, and our business travel – document “BGS Environmental Sustainability Strategy” can be supplied on request). Our strategy follows our parent organisation's (UKRI) vision to 'embed sustainability in everything we do' (UKRI Strategic Prospectus, 2018, UKRI Environmental Sustainability Strategy). This is embedded in all we do, and we continue to make a positive contribution by lowering our environmental impact and addressing current environmental challenges and global sustainability issues.

In order to manage the goals set out, BGS utilises its Environmental Management System which is incorporated within the ISO 14001 accreditation BGS has maintained since 2005, this promotes high standards of environmental protection. We maintain ISO 14001:2015 and have committed to achieving Net Zero by 2040 against our 2017/18 baseline.

With this ethos in mind, at its office sites, BGS has installed:

- Large solar array, saving 306 tCO₂e/year
- Large-scale solar project in a site car park, savings of 155 tCO₂e.
- An Air Source Heat Pump, taking 3 of our buildings off gas, with carbon savings of 295.8 tCO₂e/year

- LED lighting on site where possible
- Replacement efficient windows in workshop buildings



- Sub metering across our main site which allows for close and accurate monitoring and measuring of energy consumption per building, in turn, provides data to drive behaviour change to reduce carbon emissions
- Use of rainwater to flush some toilets
- Eco habitats for insects and wildlife on site
- Extensive recycling points in all buildings
- Movement sensitive lighting

During the lifetime of this contract, we will,

- Decarbonise heating at our smaller observatory sites
- Install additional heat pumps both ground source and air source to further decarbonised heating
- Hire electric cars for business travel

Equal Opportunity

BGS uses the equality and diversity operated by our parent organisation UKRI which is compliant to the Equality Act 2010, has statements on Equality Diversity & Inclusion (EDI) topics such as Black Lives Matter, and has an EDI Steering Group chaired by a member of the senior management board. The EDI Steering Group provide regular updates and co-ordinates activities in support of our action plans, such as Athena SWAN accreditation (BGS has achieved bronze award and was one of the first Research Councils to do so in 2013), Disability Confident, Race Equality Charter and other initiatives. BGS also requires all members of staff to take mandatory training, through UKRI, on EDI, but there are further EDI related training courses on topics such as 'Equality and Diversity' and 'Unconscious Bias'.

BGS has priorities when it comes to hiring to make sure that we are offering equal opportunities to everyone, existing or new applications. These include continuing to increase female representation in management (particularly middle management), addressing low BAME representation by developing plans to support racial equality and reviewing organisational processes (BAME representation has increased from 2.6% to 5% from 2011 to 2020), supporting career development for existing staff, and increasing understanding of the LGBTQ+ community and the barriers they face with a supportive environment without discrimination.

Staff Health and Wellbeing & Covid Recovery

BGS recognises the important role of staff health and well-being in delivering quality and innovative science and is strongly committed to its responsibilities to ensure, as far as is reasonably practicable, the health, safety and welfare of all of its employees. This includes the psychological and emotional well-being of employees as well as their physical good health. The aim is to work with staff to create a healthy workplace. The key purpose of the

information contained in these pages is to raise awareness of the support available to staff to improve their well-being and maintain good health.

Among the topics covered by these initiatives are working hours including flexible working options, dealing with stress, occupational health, maternity, and general promotion of healthy lifestyles providing information links to general advice and guidance on a number of key health related topics such as alcohol consumption, diet and exercise.

These wellbeing principles extend to the approach taken to Covid 19 recovery managing our internal community back to work with a variety of approaches. A hybrid working trial has been undertaken to monitor the effectiveness of new working practices and to ensure we are learning lessons and improving our performance.

Annex 5 – Sustainability

Incorporate the appropriate Annex 5 version for this requirement.

To meet Defra group requirements for Sustainability and Social Value, two versions of Annex 5 have been developed to support when using the Short Form; Annex 5 and Annex 5 Enhanced. See One Way of Working Updates to Terms and Conditions Presentation – Slide 12 to determine which Annex 5 is appropriate for use.

Short Form Terms

1. Definitions used in the Contract

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

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

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

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

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

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

2.5 the singular includes the plural and vice versa;

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

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

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

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

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

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

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.

(e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.

(g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.

(h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.

(i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

(j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

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

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

- (a) Late delivery of the Services will be a breach of the Contract.
- (b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.
- (i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;
- (b) include all costs connected with the supply of Deliverables.

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

5.4 A Supplier invoice is only valid if it:

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

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

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

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

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

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

6. The Authority's obligations to the Supplier

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

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

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

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

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

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

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

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

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

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

then the Authority may:

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

8. Supplier staff

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

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;

- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

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

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

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

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

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

9. Rights and protection

9.1 The Supplier warrants and represents that:

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

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

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

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

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

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

10. Intellectual Property Rights (IPRs)

10.1 All background Intellectual Property Rights used in connection with the Services shall remain the property of the Party introducing them. Details of each Party's background Intellectual Property Rights specific to each project assignment should be set out in a project schedule.

10.2 The owning Party shall grant the other Party a royalty free, irrevocable, non-exclusive licence to use its background Intellectual Property Rights only as required to make use of Resulting Rights and such use will specifically exclude commercial exploitation.

10.3 The Contractor will own all Resulting Rights in the Results.

10.4 The Contractor grants the Agency a non-exclusive, non-transferable, irrevocable, royalty free, perpetual licence with the right to sub-licence in respect of all the Resulting Rights necessary in order for the Agency to use the Results for the licensed purpose stated in the Project Schedule and to fulfil the Agency's statutory requirements. Such use will specifically exclude commercial exploitation by the Agency or any sub-licencee. This will be subject to a separate agreement.

10.5 For the avoidance of doubt, where the Services are in the nature of consultancy and the Results are contained in a report prepared for the Agency by the Contractor, the Agency has the right to copy and distribute that report to its agents, consultants and contractors, provided it acknowledges the Contractor's contribution.

10.6 The Contractor shall notify the Agency if it intends to apply for patent or other protection for the Results.

10.7 The Contractor warrants to the Agency that in the performance of the Services, it shall not in any way knowingly infringe any Intellectual Property Rights of any third party.

10.8 If the Contractor is prevented from carrying out their obligations under a project assignment due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, withdraw and cancel the project assignment in question. The Contractor shall not be liable if such infringement arises from the use of any Intellectual Property Rights provided by or specified by the Agency.

10.9 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.10 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

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

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

- (a) obtain for the Authority the rights in clauses 10.1 without infringing any third party intellectual property rights;
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

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

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material

breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

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

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

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

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

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

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

11.5 What happens if the Contract ends

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

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

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

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

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

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

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

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

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or xxx whichever is higher unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

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

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

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

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.11, 13.3, 15.28(e) or 31.2(b).

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

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

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

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

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

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

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

14. Insurance

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

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

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) a systematic description of the expected processing and its purpose;

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

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

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

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

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

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

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

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

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

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

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

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

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

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

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

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

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

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

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

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

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

17. When you can share information

17.1 Both Parties acknowledge that each Party is subject to the requirements of the FOIA and the Environmental Information Regulations 2004. Either Party must tell the other Party as soon as reasonably practical if it receives a Request For Information.

17.2 Within the required timescales the Parties must give each other full co-operation and information needed so they can:

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

17.3 The Parties may talk to each other to help them decide whether to publish information under clause 17. However, the extent, content and format of the disclosure rests with the Party receiving the request, which does not need to be reasonable.

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

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

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

21.3 Where a Party terminates under clause 21.2:

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

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day.

Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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

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

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

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

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

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

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

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

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

29. Business Continuity

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

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

30. Whistleblowing

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

30.2. The Supplier agrees:

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

31. Tax

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

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

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

32. Publicity

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

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

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

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

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

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

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

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

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

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

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

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

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

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

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

36. Which law applies

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

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