

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the Buyer).
2.	Supplier	<p>Name: Barker Associates (Essex) Limited</p> <p>Address: Majesty House, Avenue West, Skyline120, Braintree, Essex, CM77 7AA</p> <p>Registration number: 11605920</p> <p>SID4GOV ID: -</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of the Selection Deliverables, Basket 1 Deliverables, Regional Alliance Feasibility Deliverables and, at the sole discretion of the Buyer (and as instructed in accordance with this Contract), the Basket 2 and Basket 3 Deliverables, in respect of the Buyer Premises - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference Net Zero Accelerator and Community Energy Project (FTS Contract Notice).</p>
4.	Contract reference	Net Zero Accelerator and Community Energy Project (Lot 3)
5.	Buyer Cause	<p>Any material breach by the Buyer of any of the Buyer Obligations, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Buyer to which the Supplier has given its prior consent; or</p> <p>(b) caused by the Supplier, any Subcontractor or any Supplier Staff.</p>
6.	Collaborative working principles	<p>The Collaborative Working Principles do apply to this Contract.</p> <p>See Clause 3.1.3 and Clause 3.1A for further details.</p>

7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
	Start Date	4 June 2025
8.	Expiry Date	3 June 2027
9.	Extension Period	Up to three further periods of twelve (12) Months each Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract (as may have been extended in accordance with its terms) expires
10	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
11	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 12 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) - Not Used (d) Core Terms (e) Schedule 36 (Intellectual Property Rights) (f) Schedule 1 (Definitions) (g) Schedule 6 (Transparency Reports) (h) Schedule 20 (Processing Data) (i) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (as supplemented and/or amended by the Buyer's response to bidder clarification questions annexed to Schedule 2) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) - Not Used (vi) Schedule 9 (Installation Works)

		<ul style="list-style-type: none"> (vii) Schedule 10 (Service Levels) - Not Used (viii) Schedule 11 (Continuous Improvement) - Not Used (ix) Schedule 12 (Benchmarking) - Not Used (x) Schedule 13 (Contract Management) (xi) Schedule 14 (Business Continuity and Disaster Recovery) - Not Used (xii) Schedule 15 (Minimum Standards of Reliability) - Not Used (xiii) Schedule 16 (Security) (xiv) Schedule 17 (Service Recipients) - Not Used (xv) Schedule 18 (Supply Chain Visibility) - Not Used (xvi) Schedule 19 (Cyber Essentials Scheme) (xvii) Schedule 21 (Variation Form) (xviii) Schedule 22 (Insurance Requirements) (xix) Schedule 23 (Guarantee) - Not Used (xx) Schedule 24 (Financial Difficulties) - Not Used (xxi) Schedule 25 (Rectification Plan) (xxii) Schedule 26 (Sustainability) (xxiii) Schedule 27 (Key Subcontractors) (xxiv) Schedule 28 (ICT Services) - Not Used (xxv) Schedule 28A (Agile Development Additional Terms) - Not Used (xxvi) Schedule 29 (Key Supplier Staff) (xxvii) Schedule 30 (Exit Management) (xxviii) Schedule 32 (Background Checks) (xxix) Schedule 33 (Key Performance Indicators and Incentives) (xxx) Schedule 34 (Collateral Warranty) (xxxi) Schedule 35 (Programme)
	U)	<p>Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p> <p>For the avoidance of doubt, where the Specification has been supplemented and/or amended by the Buyer's response to bidder clarification questions), the amended and/or</p>

		supplemented provisions (as detailed in the responses annexed to Schedule 2) will take precedence over the Specification.	
12	Special Terms	<i>Special Term 1 - The following definitions shall be inserted in Schedule 1 (Definitions and Interpretations):</i>	
		"Academy"	is a School which has converted to Academy status, or has been opened as a free school, and is operated by an Academy Trust;
		"Academy Trust"	a legal entity operating an Academy or group of Academies;
		"Additional School or College"	has the meaning given in Clause 3.10.2 and "Additional Schools or Colleges" shall be construed accordingly;
		"Baseline"	means CO2e Emissions Baseline, the Energy Cost Baseline and the kWh Baseline (as applicable);
		"Basket 1 Charges"	means the Charges in respect of the Basket 1 Deliverables as set out in Schedule 3 (Charges), Annex 1, Table 3;
		"Basket 1 Charges Schedule"	means the payment schedule for the Basket 1 Charges as detailed in Schedule 3 (Charges), Annex 1, Table 3 as may be updated or amended to incorporate Additional Schools or Colleges in accordance with Clause 3.10 of this Contract;
		"Basket 1 Deliverables"	means the Basket 1 Services, the Decarbonisation Plans and Batch Decarbonisation Plan and any Goods and/or or software that may be ordered and/or developed in relation to the same, including the Documentation;

		"Basket 1 Services"	the services made available by the Supplier pursuant to a Relevant Basket 1 Stage of this Contract, consisting of the Behavioural Change Services, Decarbonisation Audit Services; Data Collection Services; Control Optimisation Services and Energy Procurement Services;
		"Basket 1 Stage"	means: <ul style="list-style-type: none"> (a) the period of six (6) months for the provision of all Basket 1 Deliverables with the exception of the Behavioural Change Deliverables; (b) the period of twelve (12) months in respect of the Behavioural Change Deliverables, each on and from completion of the Selection Stage or, in respect of any Additional School or College, on and from the date of notice from the Buyer to the Supplier to add an Additional School or College in accordance with Clause 3.10.2, and reference to the "Relevant Basket 1 Stage" shall be construed accordingly;
		"Basket 2 Interventions"	means the decarbonisation interventions identified as 'Basket 2' on the Decarbonisation Route-Map and as further described in Schedule 2 (Specification), a Decarbonisation Plan and/or a Batch Decarbonisation Plan;
		"Basket 3 Interventions"	means the decarbonisation interventions identified as 'Basket 3' on the

			Decarbonisation Route-Map and as further described in Schedule 2 (Specification), a Decarbonisation Plan and/or a Batch Decarbonisation Plan;
		"Basket 2 and 3 Charges"	means the Charges in respect of the Basket 2 and 3 Deliverables as set out in Schedule 3 (Charges), Annex 1, Table 4;
		"Basket 2 and 3 Charges Schedule"	means the payment schedule for the work stage/milestones relevant to the Basket 2 and 3 Charges as detailed in Schedule 3 (Charges), Annex 1, Table 4 or as agreed or determined in accordance with Clauses 3.7.3 to 3.7.5 (inclusive);
		"Basket 2 and 3 Deliverables"	means the Basket 2 and 3 Services and any Goods and/or software that may be ordered and/or developed under a Basket 2 and 3 Stage of this Contract including the Documentation;
		"Basket 2 and 3 Delivery Date"	means the date on which a Notice to Proceed is issued to the Supplier in accordance with Clause 3.7;
		"Basket 2 and 3 Services"	the services made available by the Supplier pursuant to a Basket 2 and 3 Stage of this Contract, as specified in Schedule 2 (Specification) including the Contract Administration Services;
		"Basket 2 and 3 Stage"	means each period on and from a Basket 2 and 3 Delivery Date for the provision of Basket 2 and 3 Deliverables;
		"Batch Decarbonisation Plan"	means the overarching document prepared by the

			Supplier as part of the Decarbonisation Audit Services that summaries the Decarbonisation Plans from each of the Buyer Premises and recommends Basket 2 and/or Basket 3 Interventions, as submitted to the Buyer in accordance with Clause 3.6.1;
		"Behavioural Change Services"	the behavioural changes services made available by the Supplier as specified in Schedule 2 (Specification);
		"Buyer Obligations"	the obligations of the Buyer specified in Clauses 5A.1 to 5A.3;
		"Buyer Related Party"	<p>(a) any officer, agent, contractor (other than the Supplier), employee or sub-contractor of the Buyer acting in the course of their employment or appointment (as appropriate) including, but not limited to LocatED; or</p> <p>(b) a relevant School or College Entity or any School or College Representative;</p>
		"COM Regulations"	means the Construction (Design and Management) Regulations 2015, as amended;
		"Collaboration Information"	means the information as stated in Clauses 3.1A.2 to 3.1A.11;
		"College"	means any Further Education Colleges included in the Final List of Schools and Colleges pursuant to Clause 3.9.7 or

			added to this Contract in accordance with Clause 3.10;
		"College Representative"	means the College representative designated by the Buyer in accordance with Schedule 13 (Contract Management), Paragraph 1.1 and notified to the Supplier in writing from time to time;
		"Confirmed Modification"	has the meaning given in Clause 14.13;
		"Contract Administration Charges"	means the element of the Basket 2 and 3 Charges payable to the Supplier for the Contract Administration Services following award of the Works Contract;
		"Contract Administration Services"	means the contract administration services to administer the terms of any Works Contracts including assessing any payment due under such contracts and certifying completion and providing quality assurance of the relevant Works in accordance with the terms of such Works Contracts made available by the Supplier as specified in Schedule 2 (Specification);
		"Control and Optimisation Services"	the control and optimisation services made available by the Supplier as specified in Schedule 2 (Specification);
		"Core Selection Criteria"	has the meaning given in Clause 3.9.4;
		"C02e Emissions Baseline"	means the Aggregate Baseline Figure of C02e emissions (as calculated and defined in Clause 3.11.1.2) and agreed or determined pursuant to Clause 3.11.4;

		"Data Collection Services"	the data collection services made available by the Supplier as specified in Schedule 2 (Specification);
		"Decarbonisation Audit Services"	the decarbonisation audit services made available by the Supplier as specified in Schedule 2 (Specification);
		"Decarbonisation Plan"	a document prepared by the Supplier as part of the Decarbonisation Audit Services in respect of each of the Buyer Premises as submitted to the Buyer in accordance with Clause 3.6.1;
		"Decarbonisation Route Map"	means the route-map identifying the Basket 2 Interventions and the Basket 3 Interventions contained in Schedule 2 (Specification);
		"Delay"	a delay in the implementation of a Deliverable by the relevant Programme Date;
		"Energy Cost Baseline"	means the Aggregate Baseline Figure of energy costs (as calculated and defined in Clause 3.11.1.2) and agreed or determined pursuant to Clause 3.11.4;
		"Energy Procurement Services"	the energy procurement and community energy services made available by the Supplier as specified in Schedule 2 (Specification);
		"Further Education Colleges"	means General Further Education Colleges, Sixth Form Colleges, Land-based Colleges, Art, Design and Performing Arts Colleges, Specialist Designated Colleges and National Specialist Colleges;

		"Further Education Corporation"	the body corporate established under section 15 or 16 of the Further and Higher Education Act 1992, or which has become a further education corporation by virtue of section 33D or 47 of that Act;
		"Key Performance Indicators"	means the performance measurements in respect of the Basket 1 Services as further defined in Schedule 33 (KPIs and Incentives);
		"KwH Baseline"	means the Aggregate Baseline Figure of kwh consumption (as calculated and defined in Clause 3.11.1.2) and agreed or determined pursuant to Clause 3.11.4;
		"Maintained School"	has the same meaning as in Section 20 of the School Standards and Framework Act 1998, being a community school, foundation school, voluntary aided school, voluntary controlled school, community special school or a foundation special school;
		"Notice to Proceed"	a written notice to proceed to a Basket 2 and 3 Stage issued by the Buyer to the Supplier under Clause 3.7 notifying the Supplier which of the Basket 2 and/or Basket 3 Interventions it wishes to implement and at which Schools and Colleges;
		"NZA Environment"	is the collaborative environment between the Buyer and the NZA Suppliers;
		"NZA Region"	means the three government geographies previously known as the Government Offices for the Regions being (i) West Midlands and East Midlands; (ii) North East and Yorkshire

			and Humber; and (iii) North West;
		"NZA Suppliers"	are those suppliers who have a NZA Supplier Contract;
		"NZA Supplier Contract"	a contract between the Buyer and a NZA Supplier for a NZA Region in connection with the subject matter of this Contract which includes Clause 3.1A (NZA Collaboration);
		"Programme"	means the programme attached at Schedule 35 (Programme) as may be updated or amended in accordance with the terms of this Contract;
		"Programme Date"	the date for implementation of a Deliverable as set out in the Programme;
		"Region"	means the North West NZA Region;
		"Regional Alliance Feasibility Charges"	means the Charges in respect of the Regional Alliance Feasibility Deliverables as detailed in Schedule 3 (Charges), Annex 1, Table 2;
		"Regional Alliance Feasibility Charges Schedule"	means the payment schedule relevant to the Regional Alliance Feasibility Deliverables as detailed in Schedule 3 (Charges), Annex 1, Table 2;
		"Regional Alliance Feasibility Deliverables"	means the Regional Alliance Feasibility Services, the Regional Alliance Feasibility Report and any Goods or software that may be ordered and/or developed in relation to the same, including the Documentation;

		"Regional Alliance Feasibility Report"	means the report issued to the Buyer by the Supplier in accordance with Schedule 2 (Specification);
		"Regional Alliance Feasibility Services"	the regional alliance feasibility services made available by the Supplier pursuant to the Regional Alliance Feasibility Stage as specified in Schedule 2 (Specification);
		"Regional Alliance Feasibility Stage"	means the period on and from the Start Date up to and including 18 th July 2025 for the provision of the Regional Alliance Feasibility Deliverables;
		"Relevant Basket 1 Stage"	has the meaning given in the definition of Basket 1 Stage;
		"Relevant LEA"	in relation to a Maintained School, the local authority with duties and powers to provide primary and secondary education under the Education Act 1996 and the School Standards and Framework Act 1998;
		"Schools"	means any Academy or Maintained School included in the Final List of Schools and Colleges pursuant to Clause 3.9.7 or added to this Contract in accordance with Clause 3.10;
		"School or College Entity"	in relation to a School or College any of the following: (a) in the case of a Maintained School, the governing body; (b) in the case of an Academy, the governing body or the Academy Trust;

			(c) in the case of a Sixth Form College or Further Education College, the Sixth Form Corporation, Further Education Corporation or trust (as applicable);
		"School or College Entity Policy"	means the policies, rules and procedures of each relevant School or College Entity that are relevant to Supplier Staff working at the Buyer Premises as notified to the Supplier in writing from time to time;
		"School Representative"	means the School Representative designated by the Buyer in accordance with Schedule 13 (Contract Management), Paragraph 1.1 and notified to the Supplier in writing from time to time;
		"Selection Charges"	means the Charges in respect of the Selection Deliverables as set out in Schedule 3 (Charges), Annex 1, Table 1;
		"Selection Deliverables"	means the Selection Services the Selection Report and any Goods or software that may be ordered and/or developed under the Selection Stage of this Contract including the Documentation;
		Selection Process"	means the process for selecting the forty-seven schools (including at least one college) for inclusion in this Contract as detailed in Clause 3.9;
		"Selection Report"	means the report issued to the Buyer by the Supplier in accordance with Clause 3.9.5.2;

		"Selection Services"	the services made available by the Supplier pursuant to the Selection Stage to enable the selection of schools and colleges for participation in the Contract as specified in Schedule 2 (Specification) and Clause 3.9;
		"Selection Stage"	means the period on and from the Start Date up to agreement or determination of the Final List of Schools and Colleges pursuant to Clause 3.9.7 for the provision of the Selection Stage Deliverables;
		"Sixth Form College"	an institution conducted by a Sixth Form Corporation;
		"Sixth Form Corporation"	the body corporate designated a sixth form college pursuant to orders made under Section 33A or Section 33B of the Further and Higher Education Act 1992 or established by orders made under Section 33C of the Further and Higher Education Act 1992;
		"Stage"	means the Selection Stage, the Regional Alliance Feasibility Stage, the Relevant Basket 1 Stage or a Basket 2 and 3 Stage (as applicable);
		"Works"	Basket 2 and/or Basket 3 Interventions (as applicable);
		"Works Contract"	means, subject to Clause 3.8.1, any contracts for Works entered into between a Relevant LEA or relevant School or College Entity and a third party;
		<i>Special Term 2 - The following definitions in Schedule 1 (Definitions and Interpretations), Paragraph 4 shall be deleted</i>	

		<i>and replaced with the following definition (changes to standard definition underlined):</i>	
		"Buyer Assets"	the Buyer's, the Relevant LEA's, and/or relevant School or College Entitis
			infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer, the Relevant LEA or <u>the</u> relevant School or
			<u>College Entity</u> and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer, <u>the</u> Relevant LEA or relevant
			School or College Entity throughout the term of this Contract;
		"Buyer Premises"	means each of the relevant School or College 12remises
			which are to be made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
		"Buyer System"	"the Buyer's, the Relevant LEA or relevant School or College's
			computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned or licensed to the Buyer and/or a relevant
			School or College Entity by a third party and which interfaces with the Supplier's System or which is necessary for the Buyer to receive the Deliverables;
		"Buyer Third Party"	means any supplier to the Buyer, or relevant School or

allege Entity (other than the Supplier), Which is notified to the Supplier from time to time

Confidential
Buyers Information

(a) all Personal Data and any information, however it is

conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer and/or a relevant School or College Entity (including all Buyer Existing IPR and New IPR);

(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and

information derived from any of the above;
"Confidential Information" means any information, however it is conveyed, that

relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the **Buyer** relevant School or College Entity, or the Supplier, including IPRs, together With information derived from the above, and any other

			information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential
		"Deliverables"	means the Goods, Services or software that may be ordered and/or developed under this Contract including the <u>Documentation</u> , Selection Deliverables, Regional Alliance Deliverables, Basket 1 Deliverables and Basket 2 & 3 Deliverables;
		"Notifiable Default"	means: (a) the Supplier commits a Material Default; and/or (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure; and/or (c) there <u>is</u> , or is <u>reasonably likely to be</u> , a Delay;
		"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve implementation of the Deliverables by the Programme Dates;
		"Prohibited Act"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer, a relevant <u>School or College Entity or Relevant LEA or any</u> other public body a financial or other advantage to: (i) induce that person to

			<p>perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud the Buyer, a Relevant LEA <u>or</u> relevant School or College Entitt</p>
			<p>or other public body; or</p> <p>any activity, practice or conduct which would</p>

			constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
		"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to this Contract including the Selection
			Services, the Regional
			Alliance Feasibility: Services, the Basket 1 Services and
			Basket 2 & 3 Services;
		<p><i>Special Term 3 - A new Clause 3.1.1A shall be inserted into the Contract as follows:</i></p> <p>"3.1.1A Notwithstanding any provision in this Contract to the contrary relating to the performance of the Services, the standard of care relevant to the Services is as required by Clause 3.1.1(b) of the Contract and nothing in this Contract places an express or implied fitness for purpose obligation upon the Supplier in relation to the Services."</p>	
		<p><i>Special Term 4 - Clause 3.1.1 (e) of the Contract shall be amended as follows (amendments to standard clauses underlined):</i></p> <p>"(e) on the dates agreed and in accordance with the Programme to ensure that each Deliverable is achieved on or before its Programme Date;</p>	
		<p><i>Special Term 5- A new Clause 3.1.4 shall be inserted into the Contract as follows:</i></p> <p>"3.1.4 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:</p> <p>3.1.4.1 it shall:</p> <p>(a) notify the Buyer in accordance with Clause 11.1; and</p> <p>(b) comply with the Rectification Plan in order to address the impact of the Delay or anticipated Delay; and</p> <p>(c) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay."</p>	
		<p><i>Special Term 6-A new Clause 3.1A shall be inserted into the Contract as follows:</i></p> <p>3.1A NZA Collaboration</p>	

	<p>3.1A.1 Where the Award Form states that the Collaborative Working Principles will apply, and in addition to its obligations in Clause 3.1.3, the Supplier shall:</p> <p>3.1A.1.1 collaborate with the NZA Suppliers in a spirit of mutual trust and cooperation and as stated in the Collaboration Information; and</p> <p>3.1A.1.2 ensure that a provision is included in Key Subcontracts which gives effect to this Clause 3.1A (NZA Collaboration).</p> <p>Collaboration Information</p> <p>3.1A.2 The NZA Environment is intended to provide a foundation for fostering a collaborative environment across the NZA Environment, incorporating all NZA Suppliers.</p> <p>3.1A.3 The purpose of this Collaboration Information is to set out what is expected of NZA Suppliers to support engagement across the NZA, where NZA Suppliers work and behave for the good of the NZA.</p> <p>3.1A.4 The embedding of shared learning and working together will lead to benefits for all NZA Suppliers. NZA Suppliers will be able to access and share expertise across schemes in a way that is not possible through individual delivery, building capability within the NZA.</p> <p>3.1A.5 The Buyer may convene periodic NZA collaboration forums (each a "NZA Collaboration Forum") not more than four (4) times a year with the NZA Suppliers and their Key Sub-Contractors, the purpose of which is to provide a collaborative environment and forum where the NZA Suppliers share information, ideas and develop thoughts and views. Where technology permits, the Buyer shall have the right to decide whether a NZA Collaboration Forum shall be in person, held virtually or a hybrid of the two.</p> <p>3.1A.6 The Buyer will provide appropriate notice to a Supplier Authorised Representative (appointed under each NZA Supplier Contract) prior to the date of a NZA Collaboration Forum and NZA Suppliers shall make available the appropriate resources to attend such forums which shall include, as a minimum, sending at least one member of a NZA Supplier.</p> <p>3.1A.7 A Supplier Authorised Representative (appointed under each NZA Supplier Contract) shall also give and receive communications for the purposes of the NZA Collaboration Forum and respond promptly to all requests for, and promptly offer, information or proposals relevant to the operation of the NZA Collaboration Forum.</p>
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		<p>3.1A.8 The Buyer Authorised Representative (or a nominated deputy) will chair and manage NZA Collaboration Forums.</p> <p>3.1A.9 School and College Representatives will be invited to NZA Collaboration Forums where appropriate.</p> <p>3.1A.10 NZA Suppliers:</p> <p>3.1A.10.1 shall keep discussions at a NZA Collaboration Forum confidential, along with any correspondence, documentation or findings produced in the course of the NZA Collaboration Forum (regardless of who produces them), save where it has obtained the Buyer's express prior written consent to any disclosure. It will ensure that anyone engaged or employed by it in connection with the NZA Collaboration Forum shall be under a similar obligation of confidentiality;</p> <p>3.1A.10.2 acknowledge that the outcome of a NZA Collaboration Forum may be an agreed document which is created and agreed by all of the NZA Suppliers and which will not therefore be confidential (save that any information included in such a document that is identified as being commercially confidential will not be shared);</p> <p>3.1A.10.3 shall not infringe the Intellectual Property Rights of any NZA Supplier that may be disclosed in the course of the NZA Collaboration Forum;</p> <p>3.1A.10.4 acknowledge that proprietary material that is owned by a NZA Supplier but which has not been created specifically for the NZA Collaboration Forum remains the property of the relevant NZA Supplier;</p> <p>3.1A.10.5 acknowledge that no remuneration or expenses for attending and contributing to a NZA Collaboration Forum will be payable by the Buyer.</p> <p>3.11A.11 Each NZA Supplier shall ensure that its SIM/digital twin is compliant with the specification requirements in Schedule 2 (Specification) and shall commit to ensuring that its SIM/digital twin is interoperable with the other NZA Suppliers.</p> <p><i>Special Term 7 - Clause 3.3.5 of the Contract shall be amended as follows (amendments to standard clauses underlined):</i></p> <p>"3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's and/or relevant School</p>
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	<p>or <u>College Entity's</u> operations, employees or other contractors. Insofar as the <u>carrying</u> out of the Services is on or at Buyer Premises and affects or may affect the Qrovision of any educational or other OQerations or activities carried out at a Buyer Premises, the SUQQlier shall Qrocure that (subject to the terms of this Contract) the Services are carried out so as to minimise any inconvenience or disruQtion to the same, and that SUQQlier Staff conduct themselves in a reasonable manner;</p> <p><i>Special Term 8-A new Clause 3.3.9 shall be inserted into the Contract as follows:</i></p> <p>"3.3.9 In addition to Clause 3.1.2, and in respect of any designs provided by the Supplier as part of the Services and/or in respect of any Basket 2 and 3 Services, no later than fourteen (14) days after a written request from the Buyer provide:</p> <p>3.3.9.1 deeds of collateral warranty from the Supplier in favour of the relevant School or College Entity or Relevant LEA (as applicable); and/or</p> <p>3.3.9.2 deeds of collateral warranty from any Subcontractor in favour of the Buyer and/or any relevant School or College Entity or Relevant LEA (as applicable),</p> <p>such deeds of collateral warranty to be in the forms set out in Schedule 34 (Form of Collateral Warranty) (amended only insofar as necessary to effect execution."</p> <p><i>Special Term 9 - A new Schedule 34 (Collateral Warranty) is inserted into the Contract.</i></p> <p><i>Special Term 10- A new Clause 3.4 shall be inserted into the Contract as follows:</i></p> <p>"3.4 COM Regulations and Building Regulations</p> <p>3.4.1 The provisions of Clauses 3.4.2 to 3.4.4 shall only apply if the COM Regulations apply to the performance of the Services or to any part of the Services which relate to "construction work" within the definition of such term as set out in the COM Regulations.</p> <p>3.4.2 Where the Services include acting as "Principal Designer" as defined in the COM Regulations and/or "Principal Designer" as defined in Part 2A of the Building Regulations 2010 the Supplier is hereby appointed by the Buyer to perform those duties.</p> <p>3.4.3 The Supplier shall comply with all its duties as a "designer" under Part 2A of the Building Regulations 2010 and under the COM Regulations and shall fulfil in relation to the Services all the obligations of a designer as set out in or reasonably to be inferred from the COM Regulations and the guidance published</p>
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		<p>by the Health and Safety Executive in relation to the COM Regulations.</p> <p>3.4.4 Where the Services do not include acting as "Principal Designer" as defined in the COM Regulations and/or "Principal Designer" as defined in Part 2A of the Building Regulations 2010 the Contractor shall comply with its obligations as a "Designer" Part 2A of the Building Regulations 2010 to cooperate with whomever the Buyer shall appoint at any time to act as "Principal Designer".</p>
		<p><i>Special Term 11 - A new Clause 3.5 shall be inserted in the Contract Terms as follows:</i></p> <p>3.5. Key Performance Indicators</p> <p>3.5.1 The Supplier shall use all reasonable endeavours to achieve the Key Performance Indicators and generate Savings (as defined in Schedule 33 (Key Performance Indicators and Incentives) during each twelve (12) month period commencing on and from the date of commencement of the Relevant Basket 1 Stage and shall comply with the provisions of Schedule 33 (Key Performance Indicators and Incentives) in relation to the monitoring and reporting on its performance against the Key Performance Indicators.</p>
		<p><i>Special Term 12 - A new Schedule 33 (Key Performance Indicators and Incentives) is inserted into the Contract.</i></p>
		<p><i>Special Term 13 - A new Clause 3.6 shall be inserted into the Contract as follows:</i></p> <p>"3.6 Decarbonisation Plan</p> <p>3.6.1 The Supplier shall prepare and submit to the Buyer a Decarbonisation Plan in respect of each of the Buyer's Premises and where there is more than one Buyer's Premises in a Relevant Basket 1 Stage a Batch Decarbonisation Plan, in each case no later than six (6) months on and from completion of the Selection Stage or the date of receipt of a written notice from the Buyer to include an Additional School or College pursuant to Clause 3.10.2 (as applicable).</p> <p>3.6.2 The Supplier shall, following delivery to the Buyer of a Decarbonisation Plan and/or a Batch Decarbonisation Plan provide such reasonable assistance, support, information and documentation as is reasonably required by the Buyer in order for the Buyer to determine (in its absolute discretion) which, if any, of the Basket 2 and/or Basket 3 Interventions it proposes be procured. Where requested by the Buyer, the Decarbonisation Plan and/or Batch Decarbonisation Plan will be discussed at the next Progress Meeting.</p>

		<p><i>Special Term 14 - A new Clause 3.7 shall be inserted into the Contract as follows:</i></p> <p>3.7 Notice to Proceed to a Basket 2 and 3 Stage</p> <p>3.7.1 The Buyer shall have absolute discretion, acting in its own interests, whether or not to procure Basket 2 and/or Basket 3 Interventions following receipt of a Decarbonisation Plan and/or a Batch Decarbonisation Plan and proceed with the Basket 2 and 3 Services.</p> <p>3.7.2 If a decision is taken by the Buyer to implement some or all of the Basket 2 and/or Basket 3 Intervention recommendations in a Decarbonisation Plan and/or a Batch Decarbonisation Plan the Buyer may, by issuing a Notice to Proceed, at its sole option and discretion instruct the Supplier to perform the Basket 2 and 3 Services. A Notice to Proceed may be issued by the Buyer at any time during the Relevant Basket 1 Stage following receipt of a Decarbonisation Plan and/or a Batch Decarbonisation Plan (as applicable) which, for the avoidance of doubt, may be prior to the expiry of the six (6) month period referred to in Clause 3.6.1 above.</p> <p>3.7.3 On receipt of a Notice to Proceed the Supplier shall commence, carry out and complete the Basket 2 and 3 Services detailed in a Notice to Proceed in accordance with this Contract and the Basket 2 and 3 Charges shall apply.</p> <p>3.7.4 Where the work stage/milestones relevant to the Basket 2 and 3 Charges can only be determined following confirmation of the Basket 2 Interventions and/or Basket 3 Interventions, the Supplier shall provide a Basket 2 and 3 Charges Schedule to the Buyer within ten (10) Working Days of receipt of a Notice to Proceed setting out how the Basket 2 and 3 Charges are to be broken down between stages of the Works for approval by the Buyer, such approval not to be unreasonably withheld or delayed.</p> <p>3.7.5 In the event that the Parties fail to agree the Basket 2 and 3 Charges Schedule for the purposes of Clause 3.7.4, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.</p> <p>3.7.6 The Parties acknowledge and agree that unless the Buyer has issued a Notice to Proceed the Buyer shall be under no obligation to the Supplier other than as set out in this Contract (including being under no obligation with respect to the Basket 2 and 3 Services) and the Supplier shall have no claim against the Buyer for:</p> <p>37.6.1 loss of profit, loss of contract, loss of business, loss of chance or other similar loss; or</p> <p>37.6.2 any indirect or consequential loss.</p>
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		<p><i>Special Term 15 - A new Clause 3.8 shall be inserted into the Contract as follows:</i></p> <p>3.8 Procurement of Works</p> <p>3.8.1 The Supplier acknowledges that, unless otherwise specified in a Notice to Proceed, a relevant School or College Entity or the Relevant LEA will enter into the Works Contracts for the Schools or Colleges (as applicable) instead of the Buyer.</p> <p>3.8.2 Where a School or College Entity or Relevant LEA enters into a Works Contract, the Supplier shall:</p> <p>3.8.2.1 provide the relevant School or College Entity or Relevant LEA with deeds of collateral warranty from the Supplier and/or any relevant Subcontractor in respect of the Basket 2 and 3 Services in accordance with Clause 3.3.9; and</p> <p>3.8.2.2 accept (and procure that its Subcontractors accept) instructions from the relevant School or College Entity or Relevant LEA in respect of the Contract Administration Services.</p> <p>3.8.3 For the avoidance of doubt, where Clause 3.8.2 applies, the Contract Administration Services continue to form part of this Contract and the Buyer shall pay the Contract Administration Charges to the Supplier in accordance with the terms of this Contract.</p> <hr/> <p><i>Special Term 16 - New Clauses 3.9, 3.10 and 3.11 shall be inserted into the Contract as follows:</i></p> <p>3.9 Selection Process</p> <p>3.9.1 The Selection Process shall commence on the Start Date.</p> <p>3.9.2 On the Start Date, or as soon as reasonably possible thereafter, the Buyer shall provide to the Supplier a list of a maximum of one hundred (100) schools and colleges within the Region ("Potential Schools and Colleges") from which forty-seven (47) schools (including at least one college) will be selected to receive, as a minimum, the Basket 1 Services. These Potential Schools and Colleges will be subject to the process outlined in Stages 1 to 3 below.</p> <p>Stage 1: Identify Core Selection Criteria</p> <p>3.9.3 As soon as reasonably practicable (and in any event within seven (7) calendar days of receipt of the list of Potential Schools and Colleges from the Buyer pursuant to Clause 3.9.2 above), the Supplier shall liaise with the Buyer to define a set of core selection criteria that will be used to evaluate Potential Schools and Colleges and their suitability for receipt, as a minimum, of the Basket 1 Services. The criteria must form a reasonable basis for selecting schools and colleges by assessing potential</p>
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	<p>the discretion to determine the core selection criteria that shall apply to evaluate Potential Schools and Colleges taking the Supplier's reasonable representations into account.</p> <p>3.9.4 The core selection criteria agreed between the Parties or determined by the Buyer pursuant to Clause 3.9.3 shall be the "Core Selection Criteria" for the purposes of this Contract.</p> <p>Stage 2: Conduct Desktop Assessments</p> <p>3.9.5 The Supplier shall as soon as reasonably practicable (and in any event within thirty (30) calendar days following agreement or determination of the Core Selection Criteria pursuant to Clause 3.9.4 above:</p> <p>3.9.5.1 carry out and complete a desktop assessment as against the Core Selection Criteria in respect of each of the Potential Schools and Colleges in accordance with the terms of this Contract; and</p> <p>3.9.5.2 produce and submit to the Buyer a report (a "Selection Report") which: (i) ranks each Potential School and College according to how they perform against the Core Selection Criteria (together with reasonable supporting evidence to enable the Buyer to assess the same); and (ii) shortlists a minimum of forty-seven (47) schools (including at least one college) from the Potential Schools and Colleges for receipt of the Basket 1 Services (the "Shortlist")</p> <p>Stage 3: Final Selection</p> <p>3.9.6 The Buyer and the Supplier shall meet within seven (7) calendar days of receipt by the Buyer of the Selection Report to consider the Selection Report and the Shortlist and agree the final list of forty-seven (47) schools (including at least one college) from the Potential Schools and Colleges for inclusion in the Contract. The Buyer reserves the right (in its absolute discretion) to add and remove Potential Schools and Colleges from the Shortlist to ensure the right type and mix of schools and colleges are selected and to agree the final list.</p> <p>3.9.7 The final list of forty-seven (47) schools (including at least one college) agreed between the Parties or determined by the Buyer (in its absolute discretion) pursuant to Clause 3.9.6 shall be the "Final List of Schools and Colleges" and a Potential School or College included in the Final List shall become a School or College for the purpose of this Contract.</p> <p>3.10 Additional Schools and Colleges</p>
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		<p>3.10.1 During the period of twelve (12) months on and from completion of the Selection Stage, the Buyer reserves the unilateral right to add up to ten (10) additional schools and colleges to the forty-seven (47) schools (including at least one college) selected pursuant to the Selection Stage. Each additional school or college shall be determined by the Buyer in its absolute discretion and may or may not be on the Potential List of Schools and Colleges.</p> <p>3.10.2 If a decision is taken by the Buyer to include an additional school or college in accordance with Clause 3.10.1 the Buyer may, by issuing a written notice to the Supplier, at its sole option and discretion, instruct the Supplier to supply the Basket 1 Deliverables in respect of the additional school or college ("Additional School or College").</p> <p>3.10.3 Within seven (7) calendar days of receipt of a notice pursuant to Clause 3.10.2 (or such longer period as may be agreed in writing between the Parties), the Supplier shall produce and provide to the Buyer an updated Programme and Basket 1 Charges Schedule to incorporate each Additional School or College.</p> <p>3.10.4 The Supplier shall carry out and complete the Basket 1 Deliverables in respect of each Additional School or College during the Relevant Basket 1 Stage in accordance with the Programme (as updated pursuant to Clause 3.10.3) and this Contract, and the Basket 1 Charges for each Additional School or College will be calculated and payable in accordance with Schedule 3 (Charges).</p> <p>3.10.5 Additional Schools and Colleges shall become Schools and Colleges for the purposes of this Contract.</p> <p>3.10.6 For the avoidance of doubt, the Buyer reserves the right to instruct the Supplier to provide Basket 2 and 3 Services in respect of Additional Schools and Colleges in accordance with the terms of this Contract.</p> <p>3.11 Baselines</p> <p>3.11.1 Within thirty (30) days from the date of agreement or determination of the Final List of Schools and Colleges pursuant to Clause 3.9.7 or the date of receipt of a written notice from the Buyer to include an Additional School or College pursuant to Clause 3.10.2 (as applicable), the Supplier shall:</p> <p>3.11.1.1 measure and submit to the Buyer in writing the monthly co2emissions, kwh consumption and energy costs for each:</p>
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	<p>(a) School and College on the Final List of Schools and Colleges for the twelve (12) month period preceding the Start Date, and</p> <p>(b) Additional School or College for the twelve (12) month period preceding the date of receipt of a written notice from the Buyer pursuant to Clause 3.10.2,</p> <p>the 'Monthly Baseline Figures'; and</p> <p>3.11.1.2 calculate and submit to the Buyer in writing the aggregate baseline for co2emissions, kwh consumption and energy costs across all of the Schools and Colleges on the Final List of Schools or each Additional School and College (as applicable) using the data provided in Clause 3.11.1.1 above (the "Aggregate Baseline Figures").</p> <p>3.11.2 The Buyer shall within seven (7) days from receipt of the Monthly Baseline Figures and Aggregate Baseline Figures give written notice to the Supplier that it agrees or disputes the figures.</p> <p>3.11.3 In the event that the Buyer disputes the Monthly Baseline Figures and/or the Aggregate Baseline Figures, the Parties shall meet to seek to agree the disputed figures within seven (7) days of receipt of the written notice from the Buyer pursuant to Clause 3.11.2. If the figures cannot be agreed between the Parties during this period, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.</p> <p>3.11.4 Each Aggregate Baseline Figure agreed or determined by the Parties pursuant to Clause 3.11.2 or 3.11.3 (as applicable) shall become the relevant Baseline for the purpose of this Contract.</p> <p><i>Special Term 17 - A new Clause 4.2A shall be inserted in the Contract as follows:</i></p> <p>4.2A The Supplier shall invoice the Buyer in respect of:</p> <p>4.2A.1 the Selection Charges on completion (to the satisfaction of the Buyer) of the Selection Services;</p> <p>4.2A.2 the Regional Alliance Feasibility Charges on completion (to the satisfaction of the Buyer) of the Regional Alliance Feasibility Deliverables;</p> <p>4.2A.3 the Basket 1 Charges on completion (to the satisfaction of the Buyer) of the relevant milestones detailed in the Basket 1 Charges Schedule;</p> <p>4.2A.4 the Basket 2 and 3 Charges payable prior to the Works Contract being entered into on completion (to the satisfaction of the Buyer) of the relevant milestones detailed in the Basket 2 and 3 Charges Schedule; and</p>
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4.2A.5 in respect of any Performance Related Fee, within ten (10) days of such fee being agreed or determined pursuant to Schedule 33 (KPIs and Incentives), payable in accordance with the provisions of Clause 4.3, which shall apply as if references to 'Charges' is to 'Charges and/or the Performance Related Fee'.

Special Term 18 - A new Clause 4.3A shall be inserted in the Contract as follows:

"4.3A.1 The Supplier shall separately invoice the Buyer in respect of the Contract Administration Charges in accordance with the relevant work stage/milestone detailed in the relevant Basket 2 and 3 Charges Schedule. Such invoice shall set out what the Supplier considers is due to it on the Due Date and the basis on which that sum is calculated and shall be in such form and with such supporting documentation as the Buyer may reasonably require.

4.3A.2 The due date of payment of any monies payable to the Supplier pursuant to this Clause 4.3A.2 shall be the date of receipt by the Buyer of the Supplier's valid and proper VAT invoice submitted in accordance with Clause 4.3A.1 (the **"Due Date"**).

4.3A.3 Within five (5) Working Days of the Due Date the Buyer shall give notice of the sum it considers to have been due on the Due Date and the basis on which that sum is calculated (the **"Payment Notice"**).

4.3A.4 If the Buyer does not issue a Payment Notice in accordance with Clause 4.3A.3 then the Supplier's invoice under Clause 4.3A.1 shall be treated as the Payment Notice.

4.3A.5 The final date for payment of any sum payable pursuant to this Contract shall be thirty (30) days after the Due Date (the **"Final Date for Payment"**).

4.3A.6 If the Buyer wants to pay less than the amount stated in the Payment Notice it shall issue a notice specifying the sum it considers to be due on the date the notice is served and the basis on which that sum is calculated (the **"Pay Less Notice"**). The Pay Less Notice shall be served no later than five (5) days before the Final Date for Payment.

4.3A.7 Subject to Clause 4.3A.8 the Buyer shall pay the Supplier the amount stated in the Payment Notice or, if issued, the Pay Less Notice by the Final Date for Payment.

4.3A.8 In the event the Supplier becomes insolvent (as set out in section 113(2), 113(3), 113(4) or 113(5) of the Housing Grants Construction and Regeneration Act 1996 (as amended) the Buyer does not have to pay any sum that has become due to the Supplier in respect of the Contract Administration Charges insofar as the Buyer has issued or shall issue a Pay Less Notice

		<p>in accordance with Clause 4.3A.6 or if the Supplier becomes insolvent after the date on which the Pay Less Notice in relation that sum could have been issued in accordance with Clause 4.3A.6.</p> <p><i>Special Term 19 - New Clauses 5A.1 to 5A.3 shall be inserted into Clause 5 of the Contract as follows:</i></p> <p>"5A.1 The responsibilities of the Buyer set out in Clauses 5A.1 to 5A.3 shall constitute the Buyer Obligations under this Contract. Any obligations of the Buyer at Schedule 2 (Specification) and Schedule 4 (Tender) shall not be Buyer Obligations and the Buyer shall have no obligation to perform any such obligations unless they are specifically stated to be "Buyer Obligations").</p> <p>5A.2 The Buyer Obligations shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.</p> <p>5A.3 The Buyer shall:</p> <p>5A.3.1 perform those obligations of the Buyer which are set out in the Clauses of this Contract and the Paragraphs of the Schedules (except Schedule 2 (Specification) and Schedule 4 (Tender);</p> <p>5A.3.2 use its reasonable endeavours to provide the Supplier with access to the Buyer Authorised Representatives, as such access is reasonably requested by the Supplier, in order for the Supplier to discharge its obligations throughout the Contract Period and the Termination Assistance Period;</p> <p>5A.3.3 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer;</p> <p>5A.3.4 subject to the Supplier and Supplier Staff complying with all relevant requirements of this Contract and/or Buyer Related Party Policies applicable to the Buyer Premises, procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only on a non-exclusive and revocable basis) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract."</p> <p><i>Special Term 20 - Clause 6.1 of the Contract shall be amended as follows (amendments to the standard clause shown underlined):</i></p> <p>"6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form</p>
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as further detailed in Schedule 13 (Contract Management) and Schedule 2 (Specification).

Special Term 21 -A new Clause 6.1A shall be inserted into the Contract as follows:

"6.1A The Supplier shall comply with its monitoring and verification obligations as set out in Schedule 33 (KPIs and Incentives), Paragraph 3 (Performance Monitoring).

Special Term 22- Clause 7.1.2 of the Contract shall be amended as follows:

'7.1.2 be vetted using Good Industry Practice, the Security Policy and/or the relevant School or College Entity Policy;

Special Term 23 - Clauses 7.4 and 7.5 of the Contract shall be amended as follows:

"7.4 The Supplier indemnifies the Buyer and any Buyer Related Party against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

7.5A The Buyer indemnifies the Supplier against all claims brought by any Buyer Related Party ~~a-R-Y--f}e-FW-~~ ☐ engaged by the Buyer caused by an act or omission of the Buyer or any Buyer Related Party: employees, agents, consultants and contractors.

Special Term 24 - Insert new Sub-Clauses B.2.1(e),(f) and (g) into the Contract as follows:

"8.2.1(e) in respect of any designs provided by the Supplier as part of the Deliverables, an obligation on the Subcontractor to provide no later than fourteen (14) days after a written request from the Buyer deeds of collateral warranty in favour of the Buyer and any relevant School or College Entity or Relevant LEA, in the forms set out in Schedule 34 (Collateral Warranty) (amended only insofar as necessary to effect execution);

8.2.1(f) where a relevant School or College Entity or Relevant LEA enters into a Works Contract, a requirement to accept instructions from the relevant School Entity or Relevant LEA in respect of the Contract Administration Services; and

8.2.1(g) meet the requirement in Clause 3.1A.1.2."

Special Term 25 - New Clauses 14.8 to 14.14 shall be inserted into the Contract as follows:

Termination of NZA Supplier Contracts

"14.8 In the event that all or part of a NZA Supplier Contract is terminated or suspended (the **"Affected NZA Supplier Contract"**), the Buyer reserves the right to offer the terminated or suspended services in the Affected NZA Supplier Contract to another NZA Supplier as decided by the Buyer, in its absolute discretion. If the first choice NZA Supplier does not accept the Buyer's offer then the Buyer reserves the right to offer the terminated or suspended services in the Affected NZA Supplier Contract to the other NZA Supplier whose contract is not being terminated or suspended.

14.9 In order to implement the re-allocation of services of the Affected NZA Supplier Contract pursuant to Clause 14.8 above, the Buyer reserves the right to modify this Contract to:

14.9.1 include all or part of the terminated or suspended services from the Affected NZA Supplier Contract (whether on a temporary basis or until the end of the Contract term);

14.9.2 increase the Charges in proportion to the value of charges in the Affected NZA Supplier Contract;

14.9.3 extend the Region to reflect that covered by the Affected NZA Supplier Contract; and/or

14.9.4 amend the Programme to allow for an equivalent amount of time provided for in the Affected NZA Supplier Contract,

a **"Modification"**.

14.10 In the event that the Buyer seeks to exercise its right in Clauses 14.8 and 14.9, the Buyer shall notify the Supplier in writing of its decision as soon as reasonably practicable following the suspension or termination of the services under the Affected NZA Supplier Contract providing as much information and explanation as possible as to the terms of a Modification (including, but not limited to):

14.10.1 the duration of the Modification;

14.10.2 services to be included and the NZA Region to which they relate;

14.10.3 value of charges to be included;

	<p>14.10.4 details of the programme to be included; and</p> <p>14.10.5 any Documentation provided under the Affected NZA Supplier Contract relevant to the Modification,</p> <p>(a "Modification Notice").</p> <p>14.11 The Supplier shall be given ten (10) Working Days from receipt of a Modification Notice to verify (at its own cost) the accuracy, completeness and quality of the Documentation, following which it shall give notice to the Buyer's Representative that:</p> <p>14.11.1 it does not wish to incorporate a Modification to this Contract; or</p> <p>14.11.2 it wishes to include a Modification but objects to the accuracy of the terms of the Modification Notice;</p> <p>14.11.3 it agrees to the Modification Notice, stating the steps which the Supplier proposes to take to implement the Modification giving such level of detail as is reasonable and appropriate in the circumstances.</p> <p>14.12 If the Supplier has served a notice under Clause 14.11.2, the Parties shall meet and seek to agree the terms of the Modification Notice. If the terms of a Modification cannot be agreed between the Parties within five (5) Working Days (or such longer period as may be agreed in writing between the Parties) this Contract shall continue without a Modification.</p> <p>14.13 Upon receipt of the Supplier's notice pursuant to Clause 14.11.3 or on agreement of the terms of the Modification Notice pursuant to Clause 14.12 (a "Confirmed Modification"), the Parties shall modify this Contract to incorporate a Confirmed Modification.</p> <p>14.14 In the event that the Supplier fails to respond to a Modification Notice in accordance with Clause 14.11, the Modification Notice shall be deemed to have been withdrawn.</p> <p>14.15 For the avoidance of doubt:</p> <p>14.15.1 Clause 28.1 shall not apply to a Modification, which will be dealt with pursuant to, and in accordance with, Clauses 14.8 to 14.14 (inclusive); and</p>
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		<p>14.15.2 references in the Contract to Estimated Year 1 Charges and Estimated Yearly Charges shall be interpreted to include the charges incorporated into this Contract as part of a Modification.</p> <p><i>Special Term 26 - A new Clause 15.10 shall be inserted into the Contract as follows:</i></p> <p>"15.10 The Supplier agrees that notwithstanding Clause 15.2.1, any Losses of a relevant School or College Entity or Relevant LEA that are not themselves Indirect Losses shall not be excluded from such a claim solely by reason of Clause 15.2.1."</p> <p><i>Special Term 27 - Clause 23.1 shall be amended to include reference to Clauses 7.4.</i></p> <p><i>Special Term 28 - Clause 31.1.2 shall be amended as follows:</i></p> <p>"31.1.2 do or allow anything which would cause the Buyer, including any <u>Buyer Related Party of their employees, consultants, contractors, Subcontractors or agents</u> to breach any of the Relevant Requirements or incur any liability under them.</p> <p><i>Special Term 29 - Clause 33.1 shall be amended as follows:</i></p> <p>"33.1 The Supplier must perform its obligations meeting the requirements of:</p> <p>33.1.1 all applicable Law regarding health and safety; and</p> <p>33.1.2 the relevant School or <u>College Entity's</u> health and safety policy while at the Buyer's Premises, as provided to the Supplier."</p>
13	Buyer's Environmental Policy	<p>Available online at:</p> <p>https://assets.publishing.service.gov.uk/media/65b8fed74ec51d0014c9f16e/DfE_SCC_strategy_evaluation_framework_.pdf</p>
14	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)</p>
15	Buyer's Security Requirements and Security & ICT Policy	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p>For the purposes of Schedule 16 (Security) the Supplier is not required to comply with the Security Policy or the ICT Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is not required to comply with the Security Policy.</p>
16	Charges	<p>Selection Charges - as detailed in Schedule 3 (Charges), Annex 1, Table 1</p>

		<p>Regional Alliance Feasibility Charges - as detailed in Schedule 3 (Charges), Annex 1, Table 2</p> <p>Basket 1 Charges - as detailed in Schedule 3 (Charges), Annex 1, Table 3</p> <p>Basket 2 and Basket 3 Charges - as detailed in Schedule 3 (Charges), Annex 1, Table 4</p> <p>Indexation is not applicable</p> <p>Details in Schedule 3 (Charges)</p>
17	Estimated Year 1 Charges	<u>XXXX</u> (as may be updated or amended to incorporate Additional Schools or Colleges in accordance with Clause 3.10 of this Contract)
18	Reimbursable expenses	None
19	Payment method	<p>The Supplier shall submit invoices electronically by email 30 days of the end of the relevant invoicing date to:</p> <p>AccountsPayable.OCR@education.gov.uk</p>
20	Service Levels	Not applicable
21	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap, being £10 million</p>
22	Cyber Essentials Certification	<p>Cyber Essentials Scheme Basic Certificate (or equivalent).</p> <p>Details in Schedule 19 (Cyber Essentials Scheme)</p>
23	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every fortnight save that Progress Meetings in respect of the Basket 2 and 3 Services shall be on a weekly basis as per Schedule 2 (Specification).</p> <p>The Supplier shall provide the Buyer with Progress Reports every fortnight save that Progress Reports in respect of the Basket 2 and 3 Services shall be on a weekly basis as per Schedule 2 (Specification).</p>

		In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under this Contract in respect of claims arising directly out of asbestos and the combustibility or fire safety defects of any external cladding systems) is £1 million .
24	Guarantor	Not applicable
25	Virtual Library	Not applicable
26	Supplier's Contract Manager	XXX Partner XXX -associates.co.uk XXX
27	Supplier Authorised Representative	XXX Partner XXXX associates.co.uk XXX
28	Supplier Compliance Officer	XXX Partner XXX -associates.co.uk XXX
29	Supplier Data Protection Officer	XXX Partner XXX associates.co.uk XXX
30	Supplier Marketing Contact	XXX Partner XXX barker-associates.co.uk XXX
31	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): Caladen Consulting Registration number (if registered): 14276955

		<p>Role of Subcontractor: Energy and Data Modelling</p> <p>Key Subcontractor 2</p> <p>Name (Registered name if registered): Ginger Energy</p> <p>Registration number (if registered): 6889612</p> <p>Role of Subcontractor: Energy Services</p> <p>Key Subcontractor 3</p> <p>Name (Registered name if registered): Place Group</p> <p>Registration number (if registered): 4395705</p> <p>Role of Subcontractor: Programme management and operation of Hub. Inc reporting to LocatED</p> <p>Key Subcontractor 4</p> <p>Name (Registered name if registered): Ashden (Let's Go Zero)</p> <p>Registration number (if registered): 13941694</p> <p>Role of Subcontractor: Behavioural Change Management</p> <p>Key Subcontractor 5</p> <p>Name (Registered name if registered): Blue Marble</p> <p>Registration number (if registered): 11925674</p> <p>Role of Subcontractor: Environmental Management Consultants</p>
32	Buyer Authorised Representative	<p>XXX</p> <p>Head of Net Zero and Estates Strategy, LocatED</p> <p>XXX@located.co.uk</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer	
Signature:	IX	Signature:	x
Name:	I XXX	Name:	
Role:	:		
Date:		Date:	