

Award Form

UK Hydrocarbons Monitoring Network 2025-2027

Contract Number C28478

March 2025

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	The Environment Agency (the Buyer) Its offices are on: Horizon House, Deanery Road, Bristol, BS1 5AH
2. Supplier	Name: Ricardo-AEA Ltd Address: The Gemini Building, Harwell, Oxfordshire, OX11 0QR Registration number: 08229264
3. Contract	This Contract between the Buyer and the Supplier is for the supply of UK Hydrocarbons Monitoring Network 2025-2027.
4. Contract reference	Atamis Contract No. C28478
5. Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6. Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
7. Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.
8. Start Date	01 April 2025
9. Expiry Date	31 March 2027
10. Extension Period	Further period up to 31 March 2029 (2 x 1 years)

		Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.
11.	Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.</p>
12.	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 14 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 6 (Transparency Reports) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 9 (Installation Works) (vii) Schedule 10 (Service Levels) (viii) Schedule 11 (Continuous Improvement) (ix) Schedule 12 (Benchmarking) (x) Schedule 13 (Contract Management)

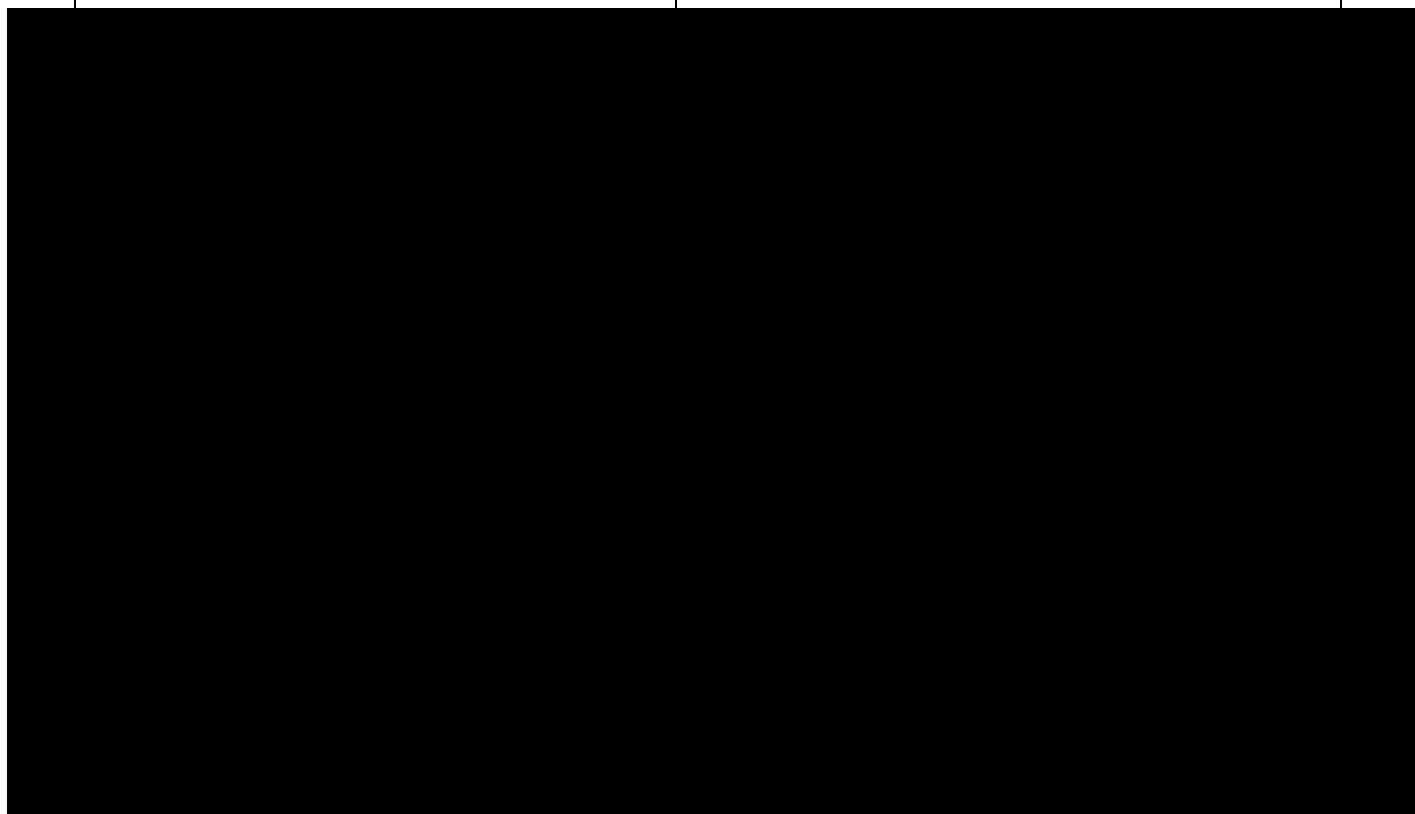
		<ul style="list-style-type: none"> (xi) Schedule 14 (Business Continuity and Disaster Recovery) (xii) Schedule 16 (Security) (xiii) Schedule 19 (Cyber Essentials Scheme) (xiv) Schedule 21 (Variation Form) (xv) Schedule 22 (Insurance Requirements) (xvi) Schedule 24 (Financial Difficulties) (xvii) Schedule 25 (Rectification Plan) (xviii) Schedule 26 (Sustainability) (xix) Schedule 27 (Key Subcontractors) (xx) Schedule 28 (ICT Services) (xxi) Schedule 29 (Key Supplier Staff) (xxii) Schedule 30 (Exit Management) <p>(i) 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>
13.	Special Terms	Not used
14.	Buyer's Environmental Policy	https://www.gov.uk/government/organisations/environmental-agency
15.	Social Value Commitment	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 report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16.	Buyer's Security Requirements and Security and ICT Policy	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.</p> <p>For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.</p>
17.	Charges	Details in Schedule 3 (Charges)

18.	Estimated Year 1 Charges	Details in Schedule 3 (Charges)
19.	Reimbursable expenses	None
20.	Payment method	<p>Invoices sent as an email - [REDACTED] [REDACTED] [REDACTED] The invoices shall include:</p> <ul style="list-style-type: none"> ▪ Unique invoice number. ▪ Date of issue. ▪ Purchase order and reference to correct Purchase Order Line if Purchase Order extended. ▪ Date of delivery of services. ▪ Agency contract number. ▪ The Environment Agency project officer. ▪ Qualitative description of the work being done. ▪ Excluding VAT unit price and total amount. ▪ Suppliers contact name and details. ▪ Payment information for supplier. ▪ Register company information. ▪ VAT registration number.
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: £ [REDACTED]</p> <p>The Service Period is monthly reporting</p> <p>A Critical Service Level Failure is: Any 3 consecutive months of failure of KPIs 1-3 as set out in Annex A schedule 10 and/or:</p> <p>KPI 1 - Project Risk Flagging – Project risks are not flagged above 60 days during any quarter of each contract year.</p> <p>KPI 2/3- Data Capture – Both Automatic and Non-automatic Data Capture Thresholds breached for 2 consecutive quarters.</p>
22.	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 100% of the contract value.</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, being £5 million.</p>

23.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24.	Progress Meetings and Progress Reports	The Supplier shall attend a contract inception meeting for the Contract virtually, within 2 weeks of Contract Award. <ul style="list-style-type: none"> The Supplier shall provide the Buyer with Progress Reports every 1 quarter, see Transparency Reports section.
25.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and the Supplier shall update the Virtual Library every 6 months
26.	Supplier's Contract Manager	<div>██████████</div> <div>██████████████████</div> <div>██</div>
27.	Supplier Authorised Representative	<div>██████████</div> <div>██████████████████████████████</div> <div>██</div>
28.	Supplier Compliance Officer	<div>██████████████</div> <div>██████████████████████████████</div> <div>██</div>
29.	Supplier Data Protection Officer	<div>██████████████</div> <div>██████████████</div> <div>██</div>
30.	Supplier Marketing Contact	<div>██████████████</div> <div>██████████████████████████</div> <div>██</div>
31.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): PerkinElmer AES (UK) Limited. Registration number (if registered): 14342456 Role of Subcontractor: Equipment service and maintenance of the Automatic Hydrocarbons Network hardware

		Key Subcontractor 2 Name (Registered name if registered): SOCOTEC UK Ltd Registration number (if registered): 02880501 Role of Subcontractor: Laboratory analysis of benzene samples required for the non-automatic hydrocarbons network
32.	Buyer Authorised Representative	<div>████████████████████</div> <div>██</div> <div>██</div> <div>██</div> <div> </div> <div>████████████████</div> <div>██</div> <div>████████████████████</div> <div>██</div>

Signed for and on behalf of the Supplier:	Signed for and on behalf of the Buyer/Authority:
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Section 2. Specification

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

Contract Title: UK Hydrocarbons Monitoring Network 2025

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1. Glossary

Unless the context otherwise requires, the following words and expressions used within this specification shall have the following meanings (to be interpreted in the singular or plural as the context requires):

Term	Meaning
“Affiliate Sites”	AURN sites that owned by Local Authorities but containing Buyer owned Hydrocarbon equipment located within their asset facility.
“AQ”	means Air Quality
“AQSR”	means The Air Quality Standards Regulations 2010 for England, Scotland, Wales, and Northern Ireland, including all amendments
“Asset Register”	means a list of the fixed assets owned by the Buyer containing pertinent details about each fixed asset to track their value and physical location.
“AURN”	means the Automatic Urban and Rural Air Quality Monitoring Network
“Benzene”	means benzene is an aromatic organic compound as measured in ambient air.
“CEN”	means the European Committee for Standardisation
“CMCU”	means the Central Management and Co-Ordination Unit
“Data Quality Objectives” or “DQO”	means the Data Quality Objective for <u>benzene</u> measurement uncertainty is $\pm 25\%$ with a minimum data capture of 90%. A further 5% of planned equipment maintenance and calibration time may be deducted from the data

	capture objective for automatic measurements during the ratification process. This is specified in Annex 1 of the Directive 2008/50/EC, which is still valid as it's referenced in the variations AQSR.
“DA”	means a Devolved Administration
“Data Capture”	means the term given to the percentage of measurements for a given period that were validly measured.
“Data Ratification”	means the Data Ratification (or verification) which is a detailed manual check of the data set carried out on a quarterly basis. It requires a long-term view of the results from QA/QC audits of the monitoring stations. Once all the ratification checks and corrections have been made then the data are reloaded to UK-AIR with a new status flag of "Verified".
“DDU”	means the Data Dissemination Unit
“DEFRA”	means the Secretary of State for the Department of Environment, Food and Rural Affairs
“DAERA”	means the Department of Agriculture, Environment and Rural Affairs Northern Ireland
“DQO”	means the Data Quality Objectives
“EA”	Means the Environment Agency
“EMEP”	means the European Measurement and Evaluation Programme
“Equipment”	means for the purposes of this Specification of Requirements 'equipment' refers to monitoring instruments, other associated equipment required for monitoring purposes.
“ESU”	means the Equipment Support Units
“FTP”	means the File Transfer Protocol
“TD- GC-FID”	means the Thermal Desorption - Gas Chromatography – Flame Ionization Detector
“Hydrocarbons”	means Hydrocarbons are compounds containing various combinations of hydrogen and carbon atoms.
“LSO”	means the Local Site Operators
“Nominated Officer”	means an officer nominated by The Buyer as the contract manager for this contract
“QA/QC”	means the Quality Assurance / Quality Control Services
“SG”	means the Scottish Government
“UK”	means the United Kingdom
“UK AIR”	means the UK Air Information Resource (http://uk-air.defra.gov.uk)
“UKAS”	means the United Kingdom Accreditation Service
“VOC”	means Volatile Organic Compounds
“WG”	means the Welsh Government

2. List of Annexes

Annex No.	Description
Annex 1	Contract Management Tool - Template
Annex 2	Benzene sampler - Spares Breakdown
Annex 3	Health and Safety Guidance
Annex 4	Automatic Network LSO Manual
Annex 5	Non – Automatic Network LSO Manual
Annex 6	DDU – Data upload Specification
Annex 7	Guidance and reporting for EMEP
Annex 8	Quality Assurance and Quality Control for monitoring under 2008/50/EC
Annex 9	Overview of Perkin Elmer Precursor Analyser
Annex 10	Hydrogen Generator User Guide – Parker Domnick Hunter
Annex 11	TurboMatrix Thermal Desorber - User Guide
Annex 12	Clarus 500 Gas Chromatograph - User Guide
Annex 13	List and Maps of Zones and Agglomerations in the UK.
Annex 14	Timetable of reporting requirements
Annex 15	Automatic Network – List of all sites
Annex 16	Non-Automatic Network – List of all sites
Annex 17	Automatic Network – Technical site information
Annex 18	Asset Register
Annex 19	Background policy context
Annex 20	Work Instruction Document
Annex 21	Sustainability Reported Data
Annex 22	Air Quality Contractor Asset Management Systems Manual
Annex 23	LIT 13118 Code of Practice for Electrical Safety (CoPES) Part 1
Annex 24	LIT 13129 MEICA – Management - Low voltage electrical equipment
Annex 25	LIT 13133 Code of practice for electrical safety (COPES) - part 2
Annex 26	LIT 13219 - MEICA - Specification - General
Annex 27	ESA questionnaire
Annex 28	LIT 58392 - Gold and silver contract exit template
Annex 29	Incumbent Exit Plan

3. Objectives of the Management Contract

The Devolved Administrations are as follows: the Welsh Government (WG), the Northern Ireland Executive, represented by the Department of Agriculture, Environment and Rural Affairs in Northern Ireland (DAERA), and the Scottish Government. Further information around the policy context of this network can be found in Annex 19

The Supplier will be responsible for the UK's Hydrocarbon Network, undertaking Central Management, Coordination, Asset Management and Quality Assurance and a summary of the network as it stands is here: [2022 Annual Network Report](#):

- **Key Objective 1** - To be responsible for the management of a national network of air pollution monitoring sites throughout the UK for the measurement and assessment of Benzene (as non-automatic sites and automatic sites, for AQSR) as well as volatile organic compounds (VOCs) at automatic sites.
- **Key Objective 2** - The operator will be responsible for upkeep, collection, analysis QA/QC and transfer of automatic and non-automatic data.
- **Key Objective 3** – To provide concentrations of twenty-nine (29) hydrocarbons in urban areas and twenty-one (21) in rural areas to investigate long term trends.
- **Key Objective 4** - To validate and improve the accuracy of the UK's volatile organic compounds emissions inventory and subsequent ozone and secondary particulate modelling.

4. Contract Term and Requirements

This contract will be for an initial term of two (2) years with an option for extending for a further two (2) periods of one (1) year extensions.

The Supplier will be responsible for the delivery of the work programmes detailed in Tables 1-5. Key deliverables across these programmes can be found in Table 6.

5. List of Tables

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Table 1- Work Programme 1: Management and Operational Activities

1. Management and Operational Activities
<p>1.1 The Supplier must co-ordinate the management and operation of both the automatic network (three (3) sites) and non-automatic hydrocarbon network (thirty- four (34) sites) from 1st April 2025 until at least 31st March 2027. There are two one-year extensions until 31st March 2029.</p> <p>Annex 15 and Annex 16 list of network sites including if they are affiliated or fully owned by the Buyer. These are all subject to change as required by the Buyer. Further information can be found in Annex 13 - List and Maps of Zones and Agglomerations in the UK.</p>
<p>1.2 The Buyer reserves the right to add, relocate or remove sites on the network as required for compliance, funding, or policy changes. The Supplier will support the Buyer through site configuration.</p>
2 Non-Automatic Sites and Instrumentation
<p>Deliverable 1 - <i>All tubes must be supplied and managed for delivery to LSOs to ensure all the sites reach data capture for the non-automatic network. The unexposed tubes must have been sent out for delivery three (3) days in advance of any tube change required. All tubes must be supplied and managed for delivery to LSOs to ensure all the sites reach data capture for the non-automatic network. The exposed tubes must be sent back to the Supplier no more than three (3) days after any tube change required.</i></p>
<p>2.1 Non-automatic sampling is currently carried out for fortnightly periods (fourteen (14) days \pm one (1) day).</p>
<p>2.2 The Supplier must justify the period of tube monitoring proposed will deliver benzene results to meet the relevant BS EN 14662-1 (2024) standard (BS EN 14662 - Ambient air quality. Standard method for measurement of benzene concentrations (bsigroup.com)) and maximise data capture for the network achieving value for money.</p>
<p>2.3 There are thirty-four (34) pump boxes operational on the non-automatic network utilising at least four hundred (400) tubes for sample collection; a detailed list of equipment for both the automatic and non-automatic networks is provided in Annex 4 and Annex 5, respective LSO manuals.</p>
<p>2.4 The Supplier must supply their own tubes and have enough tubes available to account for transit and replacement during testing without impacting data collection.</p> <p>The tube type proposed by the tenderer must meet the requirements in 4.3.1 of the BS EN14662-1:2024.</p>

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- 2.5 The Supplier must maintain pump boxes to target achieving data capture for benzene in accordance with the Air Quality Standard Regulations (AQSR).
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- 2.6 The Supplier must ensure sufficient pumps are available over the life of the contract to target achieving data capture in accordance with the Data Quality Objectives (DQO) in the AQSR.
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- 2.7 The Supplier must send a single representative who understands data ratification to attend an annual Data Providers Workshop hosted by the Data Dissemination Unit (DDU) contract, which is managed by DEFRA. The representative must have a holistic understanding of data and meta-data being provided as part of this contract to the DDU.
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3 Automatic Sites, Instrumentation and Analytes

- 3.1 There are three (3) Perkin Elmer Ozone Precursor Analysers on the automatic network; one (1) installed at each of London Marylebone Road, Chilbolton Observatory and Auchencorth Moss. Further details can be found in **Annex 15** - Automatic Network – List of all sites and **Annex 17** - Automatic Network – Technical site information.

Currently, a fourth site at London Eltham is offline, the Buyer is dependent on a third party redeveloping the site. Further to this there is an option for affiliating with another site, such as Honor Oak Park. The current intention is that this affiliation is not included in this specification with the exception of including a summary of data in the final annual published report for 2025 or any subsequent year it is operational.

The Supplier must provide all consumables for routine site operation for the duration of the Contract including carrier gases and Gas Chromatography columns as set out in **Annex 5 - Non – Automatic Network LSO Manual**.

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- 3.2 The levels of twenty-nine (29) hydrocarbons (volatile organic compounds) are continuously measured using automatic gas chromatographic (TD-GC-FID) analysers including benzene and 1,3-butadiene. Detailed information on the sites for the Automatic Network is available in. The existing system used measures pure speciated hydrocarbons but is unable to measure total non-methane hydrocarbons or formaldehyde as required by the Directive.

These hydrocarbons are listed in paragraph 9.7.

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- 3.3 The London Eltham site is currently long term offline, and the equipment requires replacement following an unexpected removal. An unconfirmed plan is for a new secure air quality cabin to be installed at London Eltham as the site gets redeveloped in the coming years, however plans are not finalised, with current timings suggesting this will be no sooner than June 2026.

Unallocated spend budget is provided with the intention of funding this during year 2. The costs for this is unknown, and if the unallocated spend estimate provided is insufficient, a contract change notice will be needed to increase the overall contract price.

- 3.4 Upon the Authorities' request the Supplier will assist in the re-installation of an Automatic site requiring but not limited to the following tasks:
- I. Co-ordinate with landowners and other Air quality Network managers, and the Project co-ordinator of any new site development regarding the re-installation of automated hydrocarbon equipment to London Eltham or a similar site.
 - II. Assist the Buyer with purchase of new equipment.
 - III. Re-procure LSO and Equipment Support Unit (ESU) services as required to operate the new equipment.
 - IV. Provide assistance for installation of new equipment, communication and near real time data integration.
 - V. Finalise set up to ensure the site and integrate its operation into the specification of this Contract.
 - VI. Finalise commercial costing for its operation- using the Annex 20 - Work Instruction Document and unallocated budget, demonstrating value for money has been achieved.

4 LSO Requirements

- 4.1 The Network requires a group of Local Site Operators (LSOs) to attend the sites and process samples for the non-automatic network or operate the online analysers for the Automatic Network.
- 4.2 The Supplier must provide LSO services at the point of contract initiation, manage and re-procure LSOs for the contract period and optional extensions.
- 4.3 The Supplier must ensure a 1-year break clause in any LSO sub-contracts and must provide all necessary assistance as The Buyer reviews options to deliver LSO work internally.
- 4.4 At the request of the Buyer, the Supplier will provide all necessary input to support the investigation and transition to England Only Environment Agency LSO provision. This transition should form part of the Exit Plan.
- 4.5 LSOs are required to attend sites every two (2) weeks. Activities required of the LSO will depend on whether the network site is automatic or non-automatic.
- 4.6 The Supplier will be responsible for keeping the LSO manuals up-to-date and creating revised versions if replacement equipment is purchased or LSO tasks change. These will be issued to the Buyer, within 10 working days, at the point of amendment and upon Buyer request. These can be found in:
- Annex 4 - Automatic Network LSO Manual**
Annex 5 - Non – Automatic Network LSO Manual

5 Equipment and Maintenance and Servicing

- 5.1 Equipment maintenance and servicing, including emergency servicing, will be arranged by the Supplier, and be demonstrated to be in accordance with the DQO objectives in the AQSR. This may be carried out in-house or by sub-contract to an ESU. Replacement parts that are not covered by the Equipment Support Contract are

covered by an ad hoc budget, and individual requests approved by the Buyer's Responsible Officer.

- 5.2 A supply of key spare parts must be available to maintain the equipment. Breakdown of components making up the pump boxes is included in the spares list attached in **Annex 2 – Benzene Samplers Spares**. For reference historically this figure has been set with the pump boxes having a failure rate of approximately 10% a year. The pump boxes are part of the non-automatic hence the percentage cost. Service reports regarding equipment and maintenance must be available at all times and be provided to the Buyer upon request.
- 5.3 The Supplier must manage data loss by ensuring there is a process of emergency call out, repair and as required any 'hot swap' of non-automated samplers to minimise data loss and ensure that any poor performance is rectified.
- 5.4 Automatic equipment currently installed on the network cannot be hot-swapped as no hot spare equipment is available. The Supplier must seek call-out and repair to minimise data loss. This is subject to change if new automatic equipment is purchased and installed.
- 5.5 The complementary contract for new equipment for the Automatic Hydrocarbon network is intended to include servicing and consumable costs for the 3 automatic sites **Annex 15**. At this stage we cannot confirm this contract will proceed to procure new instrumentation, however the Supplier of the management Contract will note that servicing of the existing equipment costs will be included if a decision to go ahead using the new equipment occurs, with a reduction to the value of the Schedule 3 cost for servicing.
- 5.6 The Benzene monitoring method currently on the non-automatic network is validated in Martin et al 2003¹, involves pumping ambient air at a rate of about 10 ml/min through tubes containing the sorbent Carboxpack X, with subsequent laboratory analysis of the Benzene content of the tubes. The validation method is available from: The validation method is available from:
<https://www.sciencedirect.com/science/article/pii/S1352231002010002>.
 The air is pumped through the sampling tubes using purpose-built pump units that switch between two tubes to produce two (2) nominally identical samples covering each fortnight. The sampler is no longer manufactured so the existing samplers must be maintained by sourcing replacement parts (Annex 2). The existing control board can no longer be sourced. 4 working spare samplers are available for use.

6 Analysis Requirements

- 6.1 Once sampled, the tubes are again sealed by the LSOs and returned for analysis by thermal desorption and gas chromatography in accordance with the reference method.
- 6.2 Review of individual samples onto sorbent tubes is to be undertaken using EN ISO/IEC 17025 accredited procedures to benzene in accordance with the reference method.

- 6.3 The Supplier must notify the Buyer of any delays to the analysis to, and reporting of results from Benzene Tubes analysis beyond a 12-week period.

Table 2 - Work Programme 2: Data Transfer and Data Reporting

7 Data Transfer and Data Reporting

- 7.1 The Supplier must gather hourly data from automated sites as well as collecting the analysis results of samples from the non-automatic network.

8 Automatic Network

- 8.1 The automatic network instruments generate data by analysis of 40-minute samples of air using Automated Thermal Desorption (ATD), Gas Chromatography (GC) and Flame Ionisation Detection (FID).

The hydrocarbons are currently separated within the instrument into two capillary columns. Outputs are two raw data files, one for each column. These data files are then saved and processed by the site computer software. This site computer software integrates the chromatograms by using a background baseline correction to peaks and then outputting a text file containing the raw chromatogram data. Due to the field setting location of the equipment and as we are producing data on an hourly basis, the existing instrument peak identification software is manually intensive to manage. Proprietary (existing Supplier held) enhanced 'peak identification' software is currently used to improve the automatically labelling of peaks based on their retention time, size, and shape, enhancing the on-site instrument software.

A key aspect of the enhanced software is that retention times and peaks will move around making the templates for peak identification challenging. With approximately 1,344 files to be checked every day, automation of peak identification is critical to efficient delivery.

- 8.2 The Supplier will provide full access to The Buyer of any raw and re-processed data at any stage of data collection, analysis and ratification process to support a Buyer developed software.

- 8.3 The Supplier must provide automatic and non-automatic benzene annual mean and raw data and other relevant information to DEFRA's appointed DDU supplier for the purposes of e-reporting to the for-compliance assessment with respect to the AQSR or future replacement legislation.

Deliverable 2 - Ratified data, from all the Automatic monitoring sites, must be supplied on a quarterly basis to DEFRA's DDU supplier who will incorporate the data into the UK Air Data Archive. This must be carried out no later than four (4) months after the end of the quarterly sampling period.

8.3 Data collected in the 3 months prior to the start date will need to be ratified as detailed in **Annex 29 – Incumbent Exit Plan**

8.4 Validated (checked provisional) data on all the compounds measured in the automatic network including Benzene are issued to the DDU at daily intervals for the preceding day's data to allow publication on the UK Air Data Archive. It would be acceptable to reduce this upload to our weekly issue to the DDU, but it must provide hourly resolution. An example of the format the data must be sent to the DDU is included in **Annex 6**.

Deliverable 3 - *The non-automatic network data is collected as two (2) weekly averages and uploaded to the DDU as quarterly data as well as complete annual mean values at the completion of the year.*

Deliverable 4 – *Non-automatic sites (annex 16) supply ratified benzene concentration data for dissemination to the public via Defra's DDU Contractor. The preceding calendar year's data must be finalised and submitted to the DDU by 30th April annually.*

8.5 Data transfer from automatic sites to the CMCU is accomplished either by remote collection via modem or receipt via e-mail. The data generated at all automatic sites are transferred to the CMCU from the instrument control computer on an hourly basis by file transfer protocol (FTP) or email.

8.6 The process of data ratification takes typically up to three (3) months to complete. Data from all compounds monitored (i.e. up to twenty-nine compounds from the Automatic analysers) are included in the ratified data on the archive.

9 Data Submission

9.1 The Buyer require that suppliers must submit ratified data, information in the correct format to DEFRA's DDU supplier prior to submission to the Office for Environmental Protection. The information required is detailed in the data providers' workshop and on the website, templates provided (by the DDU).

9.2 Information relating to the forward look of the networks, including sites in place during January to October must be provided to the DDU supplier on an annual basis. For example, the 2026 forward look submission will take place in December 2025. This will involve submission of metadata for station and measurement configurations already sampling at the end of October 2025. It is not required to submit information about new or planned stations after this date.

Deliverable 5- *Information relating to the forward look of the networks, including sites in place during January to October must be provided to the DDU on an annual basis.*

9.3 For example, the 2026 forward look submission will take place in December 2025. This will involve submission of metadata for station and measurement configurations already sampling at the end of October 2025. It is not required to submit information about new or planned stations after this date.

- 9.4 Any information to be provided the UK Air website is to be provided by the supplier at no extra charge and the supplier must review the content regarding the hydrocarbon networks at least once a year to ensure it is still relevant. Any out-of-date text must be reviewed and forwarded to DEFRA's UK Air website supplier, to keep the website up to date.

Deliverable 6 - An estimated program for reporting data for compliance assessment and ACTRIS & EMEP data requirements is outlined in **Annex 14 - Timetable of reporting requirements**. Dates are liable to changes in the interim period and the deadlines will be confirmed for each year of the contract when the DDU release them. The first year of data collected under a previous contract but handed over to the Supplier (01/01/2024-31/12/2024) to be reported by 30th September 2025.

- 9.6 Data on ozone precursors from all the automatic sites will also be required to be reported through the data providers portal to UK-AIR according to the timetable provided by the DDU.

- 9.7 Level 2 EMEP reporting is a requirement. The network provider will be expected to provide additional EMEP flags, available [here \(EMEP Data Flags \(nilu.no\)\)](https://nilu.no) to their data in the final column of their submission to UK-AIR. Further information can be found in **Annex 7** - Guidance and reporting for EMEP.

- 9.8 The 29 pollutants monitored under the Automatic Network are as follows, however at the rural stations, the pollutants in red will not be measured as these VOCs have been rarely detected outside of urban environments in recent years:

1,2,3-trimethylbenzene	ethene (ethylene)	n-octane
1,2,4-trimethylbenzene	ethylbenzene	n-pentane
1,3,5-trimethylbenzene	ethyne (acetylene)	o-xylene
1,3-butadiene	iso-butane	propane
1-butene	iso-octane	propene
1-pentene	iso-pentane	toluene
2-methylpentane (iso-hexane)	isoprene	trans-2-butene
benzene	n-heptane	trans-2-pentene
cis-2-butene	n-butane	M+P-xylene
ethane	n-hexane	(m+p)-Xylene are not sufficiently well resolved in the chromatogram to be reported separately

9.9 Presently, The Buyer is undertaking a procurement process to replace the existing automatic analysers. The timing of the purchases is unknown, and the intention is to replace them over the next two years.

The new equipment will be designed to measure the existing pollutants detailed in Section.

9.8 above and to include at least the following additional pollutants.

	Methanol	Ethanol	Butanone	Acetone
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9.10 Specification change risk: New Automatic equipment may result in the following pollutants removed from scope, due to their low levels in the UK.

It is agreed these Network Pollutants can be removed from the specification if new automatic instrument purchased at Urban sites no longer measure these pollutants. If the instruments purchased can measure them, they will still need to be reported.

Trans-2-butene	1-Butene	Cis-2-butene	1-Pentene	Trans-2- pentene
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9.11 If new equipment is purchased the Supplier will:

- i) Assist the Buyer with Procurement and Trial work needed.
- ii) Assist the Buyer and Instrument Supplier with any installation and optimisation needed so it meets the network needs.
- iii) Manage any requirement for equipment servicing needs and spare parts management.
- iv) Update communication and data transfer to capture any of the new Analytes and incorporate the analytes into any of the Suppliers existing methodologies and approaches to daily checking, data ratification and overall quality management needs.
- v) Update LSO manuals and LSO training.
- vi) Update any meta data requirements for data submissions.
- vii) Assist the Buyer in flagging any warranty issues.

Unallocated spend budget is provided for this purpose and final costings for delivery of additional work using fixed quotes from the ad-hoc rates provided.

9.12 All monitoring (automatic and non-automatic) and QA/QC procedures must be compliant with any European Committee for Standardisation (CEN) standards produced for benzene. Where major changes are required to equipment, the Supplier must notify he Buyer well in advance and at least three months before the changes are applied unless less notice is given for reasons outside the Suppliers control.

Table 3 - Work Programme 3: QA/QC (Quality Assurance and Quality Control)

10	QAQC
10.1	The supplier must provide a level of maintenance for the automatic network which are intended to undertake the sampling in accordance with the monitoring requirements of BS EN 14662-3:2015 . A call out time of 3 working days from a failure call must be in place. The supplier must provide a specification to the supplier under their ESU subcontract to achieve this.
10.2	Maintenance of the automatic instrument must target benzene data capture to be in accordance with the DQOs of 90% The Buyer note that the complexities, and age of the sampler will make achieving Benzene DQO's on the Automatic sampler, (while providing value for money) challenging, and therefore Automatic benzene is not part of KPI in the Schedule 10 service level agreements There is no data quality objective specified in the AQSR for non-benzene VOC compounds, but these are expected to achieve at least a minimum 50% data capture as a mean average of the 29 ozone precursors measured in London and the reduced (21 compounds) number of ozone precursors measured at the rural stations.
10.3	Data Capture for Automated Analysers is subject to annual review if new equipment is purchased and installed on the network.
	<p>Deliverable 7 -Non-benzene VOC compounds are expected to achieve at least a minimum 50% data capture as a mean average of the 29 ozone precursors measured. For benzene on the automatic samplers the maintenance must target achieving data capture in accordance with the DQOs of 90%. The supplier is expected to update the Buyer within 5 working days that put at risk the data capture objectives on automatic benzene samplers per site Annex 2.</p>
10.4	<p>The non-automatic servicing and on-site audit requirements must include the following work scope:</p> <ol style="list-style-type: none"> Electrical Equipment Test the sampler (annually) Measure the sample flow on arrival. Check that the sampler switching valve is operating (the sampler counter only runs when its sampling on tube B) Replace the bypass flow filter (always required, bypass flow is 3 l/min) Check and replace the sample flow filter (sometimes not required, flow is only 10 ml/min) Check and replace disposable filter unit if necessary. Replace sample inlet tubing. Replace sintered brass silencer on pump if build-up of dust inside. Position vacuum gauge on the pump to check integrity of pump and replace if it can't achieve -0.6 bar. Measure and adjust the flow to 10.00ml/min. Carry out LSO training (annually) On completion of audits, provide a UKAS accredited certificate to confirm the sampler flow rates to The Buyer. (annually)

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- 10.5 If alternative servicing for the non-automatic network and on-site audit, arrangements are to be provided, suppliers must technically justify differences whilst demonstrating compliance with the reference standard [EN 14662:2024](#). This must include calculating the requirement for the uncertainty in the calibration of the flow meter to be $\leq 2\%$.
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- 10.6 The flow calibration device for calibrating pump must be traceably calibrated to a primary flow standard, notably important if UKAS or equivalent accreditation of sampler flow rates cannot be provided in the initial tender. An appropriate timescale of commitment to work towards and achieve UKAS or equivalent accreditation for flow calibrations must be submitted if not already part of your accreditation scope.
-
- 10.7 The suppliers Quality Assurance and Quality control process for the Non-Automatic Network shall ensure the uncertainty element Data Quality Objectives are met for “Ratified Data” and the requirements of the relevant CEN Standard [EN 14662:2024](#). Annex 8 for Quality Assurance and Quality Control for monitoring under 2008/50/EC, sets out the expected Quality Assurance and Quality Control requirements for benzene for the non-automatic network in section 1.9 suppliers must technically justify differences.
-
- 10.8 The Automatic service requirements must include service of the instruments that make up the Perkin Elmer Ozone Precursor Analysers, or their future replacement. An overview of the system is show in **Annex 9**. This Annex would be updated to reflect any new Instrument if replaced.
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- 10.9 Annual preventative maintenance of the Ozone Pre-cursor Analyser systems includes the following:
- i. Routine system tests.
 - ii. Ring seals and filter disk replacement.
 - iii. Cold trap testing and replacement if necessary.
 - iv. Leak checks.
 - v. Checks of all gas flows
 - vi. The Automatic service requirements must include service of the instruments that make up the Perkin Elmer Ozone Precursor Analysers, or any subsequent analyser that is made up of similar constituent parts:
 - Hydrogen Generator – Parker Domnick Hunter (User guide attached in Annex 10)
 - TurboMatrix Thermal Desorber with online sampling Accessory (User guide attached in Annex 11 - note there is an online sampling accessory added to make this an ‘online’ version)
 - Clarus 500 Gas Chromatograph (User guide attached in Annex 12)
 - Jun Air compressor
http://www.junair.com/product_overview_quiet_air.aspx

- Hydrogen Fuel Cylinder with regulator and pressure system Zero Air Generator Park TOC Model 1250(<http://labgasgenerators.com/products/parker-toc-gas-generators/model-toc-1250/>)
- Lenovo ThinkCentre M83 Windows® 7 (64-bit) computer with Totalchrom software
- Calibration Gas cylinder with regulator and pressure system

10.10 **Figure 1: Diagram of the components are included below:**



- 10.11 The non-automatic data capture target for the network supplier to meet is 90%, as per the DQO's for Benzene. This must be met as a mean average for each calendar year unless justification agreed with the Buyer Contract Manager
- 10.12 The 2011 Implementing Provisions Regulations (EC, 2011) must be applied to calculating automatic data capture requirements, and for the automatic network, this requires data capture to be calculated based on the number of valid data points in the year, including data below the limit of detection, recorded as half that of the limit.
- 10.13 The Automatic QAQC requirements will be undertaken in accordance with the document in Annex 8 - Quality Assurance and Quality Control for monitoring under 2008/50/EC. This sets out the current expected Quality Assurance and Quality Control requirements for Benzene in sections 5.2, 6.3, 7.4 and 8.2. The QAQC process shall ensure the data verification and ratification of network data uploaded on UK Air, meets the requirements of the reference standard.

Deliverable 8 - *The Supplier must provide calibrations gases for all the sites in the Automatic Network. These cylinders are estimated to last between eighteen (18) – twenty-four (24) months. The supplier must supply all sites with calibration gas mixtures for those species monitored. Concentrations will be determined by reference to National Standards, see Annex 5 for more details of the gases required.*

- 10.14 The Supplier must inform the Buyer of any Quality Review or Quality Circle meetings in advance regarding Data Ratification, to enable the Buyer to attend on a voluntary basis and share the meeting minutes.

Deliverable 9 - *The Supplier must supply ratified pollution concentration data on a quarterly basis on all the compounds measured in the Automatic and non-Automatic Networks but particularly benzene (from both networks), for dissemination to the public via the UK Air Data Archive. Data will be provided to DEFRA's nominated DDU supplier. All data must be auditable if required by The Buyer, DEFRA, or the DA's.*

- 10.15 The Supplier must demonstrate that the expanded uncertainty requirement of 2008/50/EC AQSR (twenty-five (25) %) is met for benzene fixed measurements for data reported to the DDU for the "Ratified data submissions" It is expected that the uncertainty for these measurements is calculated from the reference standard's [EN14662 parts 1-4](#).

- 10.16 Data collected on both the automatic and non-automatic networks must be securely backed up.

Table 4 Work programme 4 - Asset Management

11	Asset Management
11.1	The monitoring sites' Assets containing Buyer owned equipment are outside the scope of this contract. The Buyer owned analyser and monitoring systems which are measuring Hydrocarbons are within the scope of the contract. The supplier should notify the Buyer of any issues with any monitoring housing assets managed by the supplier.
11.2	The Supplier must maintain the Buyer's assets to prolong their lifetime and to ensure they are safe to operate, and minimise risk to others network managers
11.3	The Supplier must meet the requirements of The Authorities Air Quality Asset Management: in Annex 22 .

Deliverable 10 - *The Supplier must produce and maintain an asset register and ensure that the Buyer has an up-to-date version when it's been revised (see Annex 18) and provide an updated version to the Buyer once a year and within 10 working days of request.*

- 11.3 Asset Management must be undertaken in accordance with statutory legislation, British and European Harmonised Standards and the Environment Agency's standards. Before undertaking any electrical works on Buyer assets an Electrical Safety Agreement (ESA) is intended to be issued to the Supplier's nominated competent person by the Buyer, as per our own Code of Practice:

Deliverable 11 - *The process required to achieve an ESA is described in LIT 13133 Code of Practice for Electrical Safety (CoPES) Part 2 in Annex 25. If not already in place, the Supplier will be expected to work with the Buyer to achieve a National ESA within the first three (3) months of contract unless otherwise notified by the Buyer. Acting in this role the Supplier's competent person shall assure and manage electrical safety on the Hydrocarbon Network. To be able to be issued with an ESA the Supplier must complete and confirm compliance with all the requirements detailed in the: Annex 27- ESA Questionnaire.*

- 11.4 The Supplier shall provide evidence for a submission to gain an Electrical Safety Agreement within three (3) months of Buyer request. The Supplier's ESA is intended to be reviewed every three (3) years by the Buyer.

The primary purpose of the ESA is to confirm that the Supplier has a competent person specifically appointed to manage electrical safety for the Supplier and any subcontractors working on Buyer assets. This person must be deemed to be competent to accept an ESA by the Supplier's senior management.

- 11.5 A set of supplier electrical safety rules or Code of Practice which the Buyer agrees are equal to or better than the Environment Agency's Code of Practice for Electrical Safety (CoPES) which can be found in:

Annex 23 - LIT 13118 Code of Practice for Electrical Safety (CoPES) Part 1

Annex 25 - LIT 13133 Code of Practice for Electrical Safety (CoPES) Part 2

- 11.6 The Supplier must make particular reference to the conditions section of the CoPES part 2 and the requirements regarding competencies of their organisation and the organisation's employees.

The completed questionnaire will be reviewed by a relevant qualified individual in the Buyer as part of their assessment in completing the ESA process. If the ESA is not submitted and of sufficient quality, the Buyer will reserve the right to re- contract the Electrical Safety Management to other parties who can be approved.

The ESA is only required when the Buyer confirm they have the necessary capability to provide it. This is not currently the case, and the Buyer will notify the Supplier when the ESA process is 'un-paused'.

11.7 The Supplier's electrical safety rules and policies must be considered by the Buyer equal to or better than the Buyer's code of practice including but not limited to:

- Electrical authorisations.
 - Drawings and documentation for Electrical Works.
 - Appointment of Suppliers to carry out Electrical works.
 - Detailed working procedures, in the form of risk assessments and method statements that will ensure safe working on any system or piece of electrical goods.
 - Isolation of electrical goods
 - Lightning Protection
-

11.8 The Supplier must undertake testing of Buyer owned Electrical Equipment on the Network in a manner that is equal or better than our own guidance in: **Annex 24** – LIT13129 Management of low voltage electrical equipment.

11.9 The Supplier will when purchasing any assets on the Authorities behalf, use or follow their own guidance that is equal or better to the MEICA Operational Instruction **Annex 26** - LIT 13219 - MEICA - Specification - General

This sets out the minimum technical requirements to be followed by all suppliers dealing with Buyer equipment, plant, systems, and other assets. Supporting documents cover requirements for specific Buyer goods, plant, systems, and other assets must be requested from the responsible Buyer officer.

11.10 Operation and Maintenance manuals for each site will need to be maintained for each site when our new Asset Management System called AIMS has been implemented. The Supplier is anticipated to be required to review the following items and ensure they are all up to date annually when they are produced and saved on the system:

- Site emergency information.
- A location plan and details of access.
- Details of all the analysers and goods on site, including goods that have not been supplied as part of the works.
- Cross-references to existing drawings and existing operation, maintenance and service information relating to goods on site that have not been supplied as part of the works.
- Safe systems of work relevant to the operation and maintenance activities.
- As AIMS is yet to be finalised the Supplier is not required to cost for this item and costs will be agreed with the Buyer using agreed rates once the project is initiated.

- 11.11 The Hydrocarbon Networks are currently using fixed installations managed by other Health and Safety Air Quality Contract leads employed by the Buyer as per **Annex 3 - Health and Safety Guidance**.

All 38 sites (automatic and non-automatic) are managed by other UK-AIR Network Supplier's as the 'Lead H&S Network Contractor', or they are affiliate owned by Local Authorities. Therefore, currently there is no requirement to manage Electrical Inspection Condition Reports. If the network evolves and there is a need to manage a bespoke Hydrocarbon Monitoring site fixed installation asset, the Buyer will add this requirement using a Contract Change Note for any additional requirements.

Table 5 Work Programme 5 - Project Management /Health and Safety / Reporting

12	Project Management, Health and Safety and Reporting
12.1	The Supplier will appoint a Project Manager who will act as the principal point of contact for the Buyer, A nominated secondary contact will be appointed when the primary Project Manager is unavailable.
12.2	The Supplier will, on an ad hoc basis provide data to DEFRA on request for input into the Air Quality Strategy and the EU AQSR or other initiatives related to the contract.
13	Contract Initiation
13.1	<p>The Supplier will arrange a Contract Initiation meeting, the agenda will be agreed with the Buyer, as a minimum this meeting will include:</p> <ul style="list-style-type: none">• Introduction to Supplier, Day to Day Key Delivery, Personnel,• Review of Obligation log• Review of Annex 1• LSO re-procurement• Supplier and Buyer Organisational Governance Structure
14	Risk Management
Deliverable 12 - Contract risk flagging is required — <i>If a new Contract risk arises the Supplier is required to update the Contract Risk Assessment Tool Annex 1 within five (5) days and notify the Buyer and work to minimise risk and issues of project delivery failures. A wider review of contractual and network risks should be completed on an annual basis.</i>	
14.1	A Contract risk is an event which is likely to occur with potential negative impact on deliverables under the contract.

-
- 14.2 If a site is removed, the cost attributed to that site shall be removed pro rata from the overall annual fee unless agreed with The Buyer.
-
- 14.3 The supplier will pass on operational savings if a site becomes non-operational for a sustained period of over 3 months, including LSO and analysis fees.
-
- 14.4 Implementation of additional new stations if required and only as agreed with the Buyer, and as required by Defra or the Devolved Administrations.
-
- 14.5 Produce and maintain a Contract Management Risk Assessment to identify and minimise risks to the delivery of the project as a whole.
-
- 14.1 Minimise risks of butanol releases to the Automatic analysers from the Particle Concentrations and Numbers (PCN) network. This requires co-ordination of service and maintenance work between the two network operators to minimise the risk and must be considered in the operational procedures of the supplier.
-
- 14.10 The Supplier must ensure LSO / ESU / QAQC suppliers and employees who attend site follow the "UK AIR QUALITY NETWORKS GUIDANCE ISSUE 8 – HEALTH AND SAFETY GUIDANCE" – as uploaded on **Annex 3**. This guidance and the current database are to be upgraded, and the Supplier will be required to use any new replacement system provided by the Buyer expected to be an Asset Information Management System known as AIMS.
-
- 14.11 The Supplier is responsible for ensuring there is an individual site risk assessment, and Electrical Inspections are updated annually for each site and uploaded to the new AIMS system.
-
- 14.12 The Supplier must raise details of any 'High alerts' to the Buyer Contract Manager to report on our internal reporting system 'AIRSWEB' (or other appropriate Buyer databases).
-
- 14.13 Ensure staff attending the site use the UK-AIR Health and Safety database before all visits, which is a mandatory requirement. As noted above, the Health and Safety Database is in the process of being replaced by AIMS. Until that point AURN Health and Safety database can be accessed here: <http://aurnhub.defra.gov.uk/hnsdb/site/> . Username and password can be provided by contact by email: [REDACTED] or the supplier can reset the password themselves.
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- 14.15 Ensure that electrical equipment testing (EET) testing is performed on any electrical network equipment in use every year by a qualified person.
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Deliverable 13 - Provide to the Buyer annually, or within 10 working days of request, any relevant method statements for site work, risk assessments for staff working on site, near miss and accident reports, training records for staff and subcontractors as appropriate for site work.

- 14.16 The Supplier must ensure all subcontractors will, if required, produce their own risk assessments and method statements prior to working on site and comply with relevant health and safety legislation and to minimise risk of accidents.
-
- 14.17 The Supplier must retain separate to the UK Air Data Archive (<http://uk-air.gov.uk/data/>), a database of the validated monitoring data; to enable retrospective ratification of the data.
-
- 14.18 The Supplier will aid the Buyer on capital equipment and software development procurement process led by the Buyer, regarding replacement systems be required during the lifetime of the contract. The network engaged in a capital replacement process to provide management of any land charges and agreements, if required. The specific requirements would be arranged during an additional work item from the uncommitted budget but would likely to incur advice for writing and evaluating specifications of higher value equipment on the network.
-
- 14.19 There is no land charge currently on the network, except the London Eltham LSO fees including a component of the cost of operating the network for electrical supply. Land use and air conditioning and are included in the Pass-through costs in Schedule 3, of the mid-tiers.
-
- 14.20 Supply information to the DDU supplier, as required. Information includes the UK Air website or text on the Network for the annual 'Air Pollution in the UK' series of publications. It is unlikely that this will be longer than two (2) – three (3) sides of A4. Data and text must be supplied to DEFRA on request for input into the Air Quality Strategy and other initiatives related to the contract as required. This specific information will be supplied to the supplier through the DDU supplier website [here](#) (user credentials required).

15 Sustainability Reporting

Deliverable 14 - Supplier will report and use the Sustainability Reporting Template by 30th June each calendar year, for the preceding year's Sustainability data. Implement and progress planned measures towards net zero, and report progress. The reporting is per Annex 21.

16 Quarterly Reporting and Progress Meetings

- 16.1 Quarterly review meetings will be held to review progress of the Contract and to discuss any issues that arise. It will be at the discretion of The Buyer as to how and where these meetings will take place, but it is expected they will be virtual.
- The quarterly review meetings will be held 1 per calendar year quarter, after the issue of the quarterly report. Quarter 1, irrespective of when the contract term commences, will be January to March.
-
- 16.2 The Supplier must attend 4 x 1 hr telecom meetings a year between the Supplier's Air Quality Contract Manager and the Buyer's Project Manager at quarterly intervals.
-

- 16.3 The Supplier will provide the secretariat for these meetings and will prepare a short summary of substantive points and actions arising from these meetings within two (2) weeks of the meeting date. The Buyer will be provided a copy of the minutes and actions for approval before the Supplier issues.

Deliverable 15 - *The Supplier must provide a quarterly progress report to The Buyer to be submitted within 30 days of the end of the calendar quarter.*

- 16.4 Quarterly reports must include:
- An operational summary of the networks.
 - The data capture performance and uncertainty calculations, in accordance with the DQO objectives in the AQSR.
 - Sub-contractor management performance.
 - Data ratification in accordance with stated QA/QC procedures and upload of Data to DDU supplier within timescales.
 - Highlighted project risks and health and safety update including asset replacement and maintenance and capital spend requirements.
 - Cost saving proposals and the progress made on any addition or integration of new sites. These reports must be linked to invoices and invoices due after the reporting date, will not be paid without the quarterly report.
 - KPI performance scoring to be agreed by The Buyer.

- 16.5 The Supplier must undertake a rolling review and regularly evaluated to ensure procedures are fit for purpose. Annual evaluations must be reported in annual reports.

17 Annual Reporting

Deliverable 16 - *Provide the annual summary report to The Buyer, which must detail the data collected and provide an interpretation of the results with regards to sources, including transboundary pollution and comparisons with previous measurements and emission trends.*

- 17.1 The reporting requirements and expected scheduling for the tenderer is provided in Annex 14.
- 17.2 Annual reports must demonstrate evidence of adherence to QA/QC procedures and plans both in terms of the operation of the networks/instrumentation as well as QA/QC of the data acquisition, management, and dissemination (to include all consortium members or subcontractors).
- 17.3 The Buyer will require an electronic copy of all reports. The supplier must:
- Ensure all reports will be available in either pdf or HTML format (or both) for addition to the UK Air data archive within one (1) month of a final draft been agreed. The draft report must be submitted to The Buyer as per the deadline **Annex 14**

- 17.4 All annual and final reports will be made publicly available on DEFRA's UK Air website (<http://uk-air.defra.gov.uk/>). Suppliers will provide an electronic version of each report for loading onto the Reports Database.

18 Finance and Invoicing

Deliverable 17 -*Invoicing will be conducted monthly, and the invoice will include the Purchase order, month, contract number, The Buyer Contact, and qualitative description of the work being done. Clear information on any ad-hoc spend pre-agreed with The Buyer must be stated. Invoicing must be within 5 working days of the end of the invoicing month.*

- 18.1 The supplier must be flexible in their working practice and will be required to respond to any changes if and when they occur. They must also draw any changes which would impact on the way they undertake their CMCU functions to the Buyer's attention.
- 18.2 For any additional project related work, a Work Instruction Process will be followed for use of uncommitted spend using the template in **Annex 20** Work Instruction Form.
- 18.3 Invoicing for capital items or work related to the purchase and installation of these items undertaken on behalf of The Buyer for the network will be conducted under separate purchase order numbers raised by The Buyer and will be subject to The Authorities procurement guidelines.

19 Hand over and Exit

Deliverable 18 – *Complete Annex 28 - LIT 58392 - Gold and silver contract exit template, 6 months after contract initiation, and 12 months before the end of the contract term. The exit plan should be reviewed through the contract term by the Supplier, or at the request of the Buyer.*

- 19.1 The Supplier will provide detailed technical description of the operation of the network will be sent to the Authorities nominated Officer nine (9) months prior to the end of the contract.
- 19.2 A handover period will operate where necessary at the end of the Contract. This is to allow the new Supplier and/or Buyer Contract Manager time to get ready to take over the full operation of the networks.

6. Key Deliverables**Table 6: Hydrocarbon Network Service Key Deliverables**

Deliverable	Description	Timescale	Delivered to
Deliverable 1	- All tubes must be supplied and managed for delivery to LSOs to ensure all the sites reach data capture for the non-automatic network. The unexposed tubes must have been sent out for delivery three (3) days in advance of any tube change required. All tubes must be supplied and managed for delivery to LSOs to ensure all the sites reach data capture for the non-automatic network. The exposed tubes must have been sent back to the Contractor no more than three (3) days after	Within three (3) working Days	The Buyer
Deliverable 2	- Ratified data, from all the Automatic monitoring sites, must be supplied on a quarterly basis to DEFRA's DDU supplier who will incorporate the data into the UK Air Data Archive. This must be carried out no later than four (4) months after the end of the quarterly sampling period.	Quarterly (This must be carried out no later than four (4) months after the end of the quarterly sampling period)	The Buyer
Deliverable 3	- The non-automatic network data is collected as two (2) weekly averages and uploaded to the DDU as quarterly data as well as complete annual mean values at the completion of the year.	Annually	The Buyer
Deliverable 4	- Non-automatic sites (annex 16) supply ratified benzene concentration data for dissemination to the public via Defra's DDU Contractor. The preceding calendar year's data must be finalised and submitted to the DDU by 30th April annually.	Annually	The Buyer
Deliverable 5	- Information relating to the forward look of the networks, including sites in place during January to October must be provided to the DDU on an annual basis	Annually	The Buyer
Deliverable 6	- An estimated program for reporting data for compliance assessment and ACTRIS & EMEP data requirements is outlined in Annex 14 - Timetable of reporting requirements. Dates are liable to change in the interim period and the deadlines will be confirmed for each year of the contract when the DDU releases them.	Annually	The Buyer

Deliverable 7	- Quality Assurance and Quality Control for monitoring under 2008/50/EC-Non-Benzene VOC compounds are expected to achieve at least a minimum 50% data capture as a mean average of the 29 ozone precursors measured. For benzene on the automatic samplers the maintenance must target achieving data capture in accordance with the DQOs of 90%. The supplier is expected to update the Buyer within 5 working days that put at risk the data capture objectives on automatic benzene samplers per site Annex 2.	Within five (5) working days.	The Buyer
Deliverable 8	- The Supplier must provide calibrations gases for all the sites in the Automatic Network. These cylinders are estimated to last between eighteen (18) – twenty-four (24) months. The supplier must supply all sites with calibration gas mixtures for those species monitored. Concentrations will be determined by reference to National Standards, see Annex 5 for more details of the gases required.	As per the requirements of the network.	The Buyer
Deliverable 9	-The Supplier must supply ratified pollution concentration data on a quarterly basis on all the compounds measured in the Automatic and non-Automatic Networks but particularly benzene (from both networks), for dissemination to the public via the UK Air Data Archive. Data will be provided to DEFRA's nominated DDU supplier. All data must be auditable if required by The Buyer, DEFRA, or the DA's.	Quarterly	The Buyer
Deliverable 10	-The Supplier must produce and maintain an asset register and ensure that the Buyer has an up-to-date version when it's been revised (see Annex 18) and provide an updated version to the Buyer once a year and within 10 working days of request.	Annually	The Buyer
Deliverable 11	- The process required to achieve an ESA is described in LIT 13133 Code of Practice for Electrical Safety (CoPES) Part 2 in Annex 25. If not already in place, the Supplier will be expected to work with the Buyer to achieve a National ESA within the first three (3) months of contract unless otherwise notified by the Buyer. Acting in this role the Supplier's competent person shall assure and manage electrical safety on the Hydrocarbon Network. To be able to be issued with an ESA the Supplier must complete and confirm compliance with all the requirements detailed in the:	Within the first three (3) months of request unless otherwise notified by the Buyer	The Buyer

	Annex 27- ESA Questionnaire		
Deliverable 12	- Contract risk flagging is required. If a new Contract risk arises the Supplier is required to update the Contract Risk Assessment Tool Annex 1 within five (5) days and notify the Buyer and work to minimise risk and issues of project delivery failures. A wider review of contractual and network risks should be completed on an annual basis.	Within five (5) working days	The Buyer
Deliverable 13	- Provide to the Buyer annually, or within 10 working days of request, any relevant method statements for site work, risk assessments for staff working on site, near miss and accident reports, training records for staff and subcontractors as appropriate for site work.	Within ten (10) working days	The Buyer
Deliverable 14	- The Supplier will report and use the Sustainability Reporting Template by 30th June each calendar year, for the preceding year's Sustainability data. Implement and progress planned measures towards net zero, and report progress. The reporting is per Annex 21.	Annually	The Buyer
Deliverable 15	- The Supplier must provide a quarterly progress report to The Buyer to be submitted within 30 days of the end of the calendar quarter.	Annually	The Buyer
Deliverable 16	- Provide the annual summary report to The Buyer, which must detail the data collected and provide an interpretation of the results with regards to sources, including transboundary pollution and comparisons with previous measurements and emission trends.	Annually	The Buyer
Deliverable 17	-Invoicing will be conducted monthly, and the invoice will include the Purchase order, month, contract number, The Buyer Contact, and qualitative description of the work being done. Clear information on any ad-hoc spend pre-agreed with The Buyer must be stated. Invoicing must be within 5 working days of the end of the invoicing month.	As per the terms and conditions.	The Buyer
Deliverable 18	– Complete Annex 28 - LIT 58392 - Gold and silver contract exit template, 6 months after contract initiation, and 12 months before the end of the contract term. The exit plan should be reviewed through the contract term by the contractor, or at the request of the Buyer.	Six (6) months after contract initiation and 12 months before the end of the contract term.	The Buyer

Core Terms – Mid-tier

UK Hydrocarbons Monitoring Network 2025 - 2027

Contract Number C28478

March 2025

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets, and it has it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and

- 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 **Goods clauses**

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses 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 Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation

then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.

- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.

- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.

- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer 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.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and

- (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

- (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
- (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
- (c) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

9.1 The Supplier warrants and represents that:

9.1.1 it has full capacity and authority to enter into and to perform this Contract;

9.1.2 this Contract is entered into by its authorised representative;

9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4 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 this Contract;

9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;

9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;

9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and

9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.

9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.

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

- 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

11.3.1 will give reasonable grounds for its decision; and

11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

12.1 If the Supplier fails to:

12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and

12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

13.1.1 whether it will be taking action itself or with the assistance of a third party;

13.1.2 what Required Action the Buyer will take during the Step-In Process;

13.1.3 when the Required Action will begin and how long it will continue for;

- 13.1.4 whether the Buyer will require access to the Sites; and
- 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.
- 14.3 **Ending the contract without a reason**

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.
- 14.4 **When the Buyer can end this Contract**

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

- (a) there's a Supplier Insolvency Event;
- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
- (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b) to 14.5.1(g) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer'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 Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

- 14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.
- 14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:
 - (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
 - (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

- 14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.
- 14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.
- 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
 - (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 14.3.
- 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

- 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 unless specified otherwise in the Award Form.
- 15.2 Neither Party is liable to the other for:
 - 15.2.1 any indirect Losses; and/or
 - 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
 - 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.
- 15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.
- 15.6 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 Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data

which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;

18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and

18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 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 this Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or 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;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

- 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 19.2.8 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.
- 19.3 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 this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
 - 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.

- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

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

23. Other people's rights in this Contract

- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").
- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
 - 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. 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.

26. Giving up contract rights

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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
 - 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

- 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person

or that it would result in the Deliverables being provided in a way that infringes any Law; or

28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:

28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

28.7.2 of how it has affected the Supplier's costs.

28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

29.1 All notices under this 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 at 9:00am on the first Working Day after sending unless an error message is received.

29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

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

30. Dealing with claims

30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.

30.2 At the Indemnifier's cost the Beneficiary must both:

30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2 give the Indemnifier reasonable assistance with the claim if requested.

- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and
 - 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
 - 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
 - 31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 31.6.3 action it has decided to take.

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:
 - 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and

Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 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 Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 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:
 - 35.3.1 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; and

35.3.2 indemnify the Buyer 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 Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

35.4 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:

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. Reporting a breach of the contract

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:

- 37.1.1 breach of Law;
- 37.1.2 Default of Clause 16.1; and
- 37.1.3 Default of Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they 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 39.4 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.3.1 determine the Dispute;
 - 39.3.2 grant interim remedies; and
 - 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer 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.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer 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 39.5.

39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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