

OFFICIAL – SENSITIVE (COMMERCIAL)

**UKSBS**

*Shared Business Services*

**The Association of Decentralised Energy,**  
10 Dean Farrar Street,  
London  
SW1H 0DX

Wednesday, 25<sup>th</sup> September 2019

Dear Sir / Madam

**Contract Title:** International Review of Domestic Retrofit Supply Chains  
**Contract Reference:** UK SBS CR19063

The Contract shall be subject to the UK Shared Business Services Ltd S1 Terms and Conditions, as advertised, for the Purchase of Services and the following Schedules:

Schedule 1	Special Conditions
Schedule 2	Purchase Order Form
Schedule 3	The Services
Appendix A	Specification
Appendix B	The Association of Decentralised Energy Proposal

Please note that this Contract is subject to signed Contract Acceptance.

Yours faithfully

  
Procurement Undergraduate  
UK Shared Business Services Ltd

# S1 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

## SECTION A

This Contract is dated 25<sup>th</sup> September 2019.

### Parties

- (1) Department for Business, Energy & Industrial Strategy (BEIS), 1 Victoria Street, London, SW1H 0ET (The Contracting Authority).
- (2) The Association of Decentralised Energy, 10 Dean Farrar Street, London, SW1H 0DX (The Supplier).

### Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

### A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

**Agent:** Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

**Associated Bodies and Authorised Entities:** Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authority's, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at: <http://www.ukpbs.co.uk/services/procure/contracts/Pages/default.aspx>

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

**Commencement:** the date and any specified time that the Contract starts

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

**Confidential Information:** any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances,

policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

**Contract:** the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

**Contracting Authority:** Department for Business, Energy & Industrial Strategy (BEIS), as specified at Section A (1) and any replacement or successor organisation.

**Delivery Date (Services):** the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order

**Deliverables:** all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**EIR:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

**Public Body:** any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

**Request for Information:** a request for information or an apparent request under FOIA or EIR.

**Scheme Effective Date:** the date on which the Department for Business, Energy and Industrial Strategy become a legal entity.

**Services:** the Services, including without limitation any Deliverables and Supplies required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

**Special Conditions:** the special conditions (if any) set out in Schedule 1.

**Specification:** any specification for the Services or Supplies, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

**Supplier or Suppliers:** the parties to the contract as named in Section A (2).

**Supplies:** any such thing that the Supplier is required to Deliver, that does not require or include Services or Deliverables

**Supplier's Associate:** any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Services for or on behalf of the Supplier.

**TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

**UKRI:** UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

**UK SBS:** UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

**Working Day:** any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

## **A2 Basis of contract**

- A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Contracting Authority in the Order.
- A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-4 The Order constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.
- A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

## **A3 Termination**

- A3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
- A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;
  - A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
  - A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is

unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

- A3-2-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or
- A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:

A3-5-1 cease all work on the Contract;

A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and

A3-5-4 Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.

A3-6 Termination – Not Used

A3-7 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed

## **SECTION B**

### **B1 Supply of Services**

B1-1 The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.

B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B1-3 In providing the Services, the Supplier shall:

B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;

B1-3-2 perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services;

B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

- B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
  - B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - B1-3-6 use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
  - B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
  - B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
  - B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Supply of Goods and Services Act 1982 and any other applicable legislation.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
- B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
  - B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority' laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.
- B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

## **B2 Contracting Authority Remedies**

- B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:
- B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
  - B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;
  - B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
  - B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.
- B2-2 These Conditions shall extend to any substituted or remedial Services provided by the Supplier.
- B2-3 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## **B3 Contracting Authority Obligations**

- B3-1 The Contracting Authority shall:
- B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and
  - B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

## **B4 Charges and Payment**

- B4-1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
- B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

- B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;
- B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and
- B4-2-5 the Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3
- B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.
- B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

#### **B5 Contracting Authority Property**

B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

#### **B6 Intellectual Property Rights**

B6-1 In respect of any Supplies that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.

B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.

B6-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

B6-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.

#### **B7 Indemnity**

B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect),

including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

## **B8 Insurance**

B8-1 During the term of the Contract and for a period of 1 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional Indemnity insurance for not less than £2 million per claim;

B8-1-2 public liability insurance for not less than £5 million per claim (unlimited claims); and

B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims); and

The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

B8-4-2 notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B8-5 If the Supplier fails or is unable to maintain insurance in accordance with clause 0, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

## **B9 Liability**

- B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.
- B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.
- B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:
- B9-3-1 any indirect or consequential loss or damage;
  - B9-3-2 any loss of business, rent, profit or anticipated savings;
  - B9-3-3 any damage to goodwill or reputation;
  - B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or
  - B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.
- B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.
- B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £1,000,000.
- B9-6 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
- B9-6-1 death or personal injury resulting from its negligence; or
  - B9-6-2 its fraud (including fraudulent misrepresentation); or
  - B9-6-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

## **SECTION C**

### **C1 Confidential Information**

- C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:
- C1-1-1 was public knowledge or already known to that party at the time of disclosure; or
  - C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or
  - C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or
  - C1-1-4 Is agreed by the parties not to be confidential or to be disclosable.
- C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.
- C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed) on expiry or termination of the Contract, and no copies shall be kept.

### **C2 Transparency**

- C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.
- C2-2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.
- C2-3 Notwithstanding any other term of the Contract, the Supplier hereby consents to the Contracting Authority and or UK SBS acting as an agent on behalf of the

Contracting Authority publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

If any of the situations in C2 apply the Supplier consents to the Contract or sourcing documents being redacted by UK SBS to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **C3 Force Majeure**

C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

### **C4 Corruption**

C4-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

## **C5 Data Protection**

### **1. Data Protection**

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

### **Annex 1: Processing, Personal Data and Data Subjects**

(1) The contact details of the Contracting Authority Data Protection Officer are:

The Contracting Authority Data Protection Officer  
Department for Business, Energy and Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

Email: [REDACTED]

(2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:

Hanaé Chauvaud de Rochefort  
ACE Research, ADE  
10 Dean Farrar Street, London, SW1H 0DX

(3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	<p>Subject to bids there may be sample data as well as potential interviews with subject matter experts. Any personal data included in this may be retained for the duration of the processing. The interview findings may also be published once anonymised and analysed.</p> <p>The processing of names and business contact details of staff of both the Contracting Authority and Supplier will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Duration of the processing	<p>Processing will take place from 25<sup>th</sup> September 2019 for the Commencement of the Contract. The Contract will end on 16<sup>th</sup> March 2020 but may be extended until 16<sup>th</sup> June 2020.</p>
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, storage, retrieval, consultation, use, dissemination or otherwise making available, alignment or combination, restriction, destruction of data</p> <p>Processing takes place for the purposes of research.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier</p>

	involved in managing the Contract.
Type of Personal Data	<p>Names, work addresses, and telephone numbers will be stored.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Categories of Data Subject	<p>Installers, suppliers, and consumers of home energy retrofit projects, regulators, and experts on home energy retrofit</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within Contract management.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>the Supplier will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>

The Contracting Authority will be relying on consent as the relevant legal basis of processing. The Supplier will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative,

informed, freely given and unambiguous consent, which requires a positive 'opt-in.' the Supplier will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.

## 2. Cyber Security

In line with HM Government's Cyber Essentials Scheme, the Supplier will hold valid Cyber Essentials certification

by the time of contract award. Evidence of the certification must be provided to the Contracting Authority in order for the contract to be awarded

Evidence of renewal of certification must then be provided to the Contracting Authority on each anniversary of the first applicable certificate obtained by the Supplier for the duration of the Contract. In the event the Supplier fails to comply, the Contracting Authority reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Supplier already holds ISO27001 accreditation (or equivalent), no further Cyber Essentials certification will be necessary provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

### GDPR Questionnaire

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance  
Questionnaire May1

## C6 Freedom of Information

- C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.
- C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the

Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.

C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

## **C7 General**

### **C7-1 Entire Agreement**

C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

### **C7-2 Liability**

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

### **C7-3 Assignment and Subcontracting**

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

#### C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

#### C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

#### C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Contracting Authority: [REDACTED]

Address: **Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET**; Email:

[REDACTED] and a copy of such notice or communication shall be sent to: **Research, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF**; Email: **Research@uksbs.co.uk** and the Chief Procurement Officer, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF;

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party

in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, The provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises Simon Hobday of Osborne Clarke, One London Wall, London, EC2Y 5E (or such other person, being a firm of Osborne Clarke resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on Simon Hobday (or any such substitute) shall be deemed to be service on the Supplier.

#### **C7-7 Severance**

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 **No Partnership, Employment or Agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the

Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

**C7-10 Third Party Rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.

**C7-11 Variation.** Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.

**C7-12 Governing Law and Jurisdiction.**

C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

**C7-13 Modern Slavery Act 2015**

C7-13-1 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-2 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-2-a Impact assessments undertaken

C7-13-2-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-2-c Evidence of stakeholder engagement

C7-13-2-d Evidence of ongoing awareness training

C7-13-2-e Business-level grievance mechanisms in place to address modern slavery

C7-13-2-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-3 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: the Contracting Authority also reserves the right to amend or increase the frequency of reporting , as it deems necessary to secure assurance in order to comply with the MSA.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

**C7-14 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments**

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

**C7-15 Taxation Obligations of the Supplier**

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

#### **C7-16 Cyber Essentials Questionnaire**

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.

Note: the Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary. The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.



Copy os Statement  
of Assurance Questio

**Schedule 1 Special Conditions**

Not Applicable

## Schedule 2 Pro forma purchase order form

The format of the Proforma Purchase Order will be as follows. Please note that the Purchase Order form will be submitted directly to your chosen email address on completion of the receipt of the signed contract and will contain the confirmed value of goods and services as well as the Purchase Order number that must be used for invoicing purposes.

Purchase Order #0

(Contracting Authority Logo)

Order	
Order Date	
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier:

PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE.  
INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID

Tel:

For all purchase order queries, please contact

Fax:

For all invoicing queries, please contact [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

Ship to: Contracting authority ship to address

Invoice to: Contracting Authority Invoice Address

Line	Part Number/Description	Delivery Date	Quantity	UCM	Unit Price (GBP)	Tax	Net Amount (GBP)
1							

Total

Grand Total

Whenever a UKSBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the Terms and Conditions relating to that Contract, otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions please see <http://www.uksbs.co.uk/services/procurement/documents/SSCPOterms.pdf>

Commercial In Confidence



VAT Registration Number GB 618 367 328

(Contracting Authority), Polaris House, North Star Avenue  
Swindon, United Kingdom SN2 1EU

## Schedule 3 The Service

### D1 COMMENCEMENT AND DURATION

D1-1 This Contract shall commence on Wednesday, 25<sup>th</sup> September 2019 and subject to any provisions for earlier termination contained in the Standard Terms shall end no later than Monday, 16<sup>th</sup> March 2020.

### D2 SCOPE OF SERVICES TO BE PROVIDED

D2-1 To carry out CR19063 - International Review of Domestic Retrofit Supply Chains, as outlined in Appendix A - The Specification and Appendix B - Bid Response.

### D3 MANAGEMENT AND COMMUNICATIONS

D3-1 The Customer appoints: [REDACTED], Research Officer, 1 Victoria Street, London, SW1H 0ET, Tel: [REDACTED], [REDACTED], (or such other person as is notified by the Customer to the Supplier in writing) to be the Customer's Contract Manager.

D3-2 The Supplier appoints: [REDACTED], The Association of Decentralised Energy, 10 Dean Farrar Street, London, SW1H 0DX, Tel [REDACTED], Email [REDACTED] (or such other person as is notified by the Supplier to the Customer in writing) to be the Supplier's Contract Manager.

D3-3 UK Shared Business Services appoints: [REDACTED], Procurement Undergraduate, Contracted Research Team, Concept House, Cardiff Road, Newport, NP10 8QQ; Email [REDACTED]



D4 - CONTRACT PRICE

D4-1 Total Contract price shall not exceed £45,141.25 excluding VAT in accordance with the Contract price and breakdown submitted for this contract, detailed below

AW5.2 Price Schedule

Please ensure that you DO NOT alter this spreadsheet. Any alterations may result in your Pricing being disqualified.



<b>SOURCING REFERENCE:</b>	CR19063
<b>SOURCING DOCUMENT TITLE:</b>	International Review of Domestic Retrofit Supply Chains
<b>BIDDER NAME</b>	ACE Research
Please complete the shaded yellow sections only.	
<b>Section 1: Total Project Costs (Summary)</b>	

Please note that the staff costs in section 1 cell D33 should equal the staff costs outlined in section 2. Section 2 provides further detail around the project team and the distribution of staff days.

The figure used for evaluation is the total Cost (ex VAT) provided in Section 1 (cell D33). The total cost is the total staff costs (ex VAT) and the total Travel and Subsistence, Overhead costs, cost of production of materials and payroll costs associated with the delivery of the project (ex VAT).

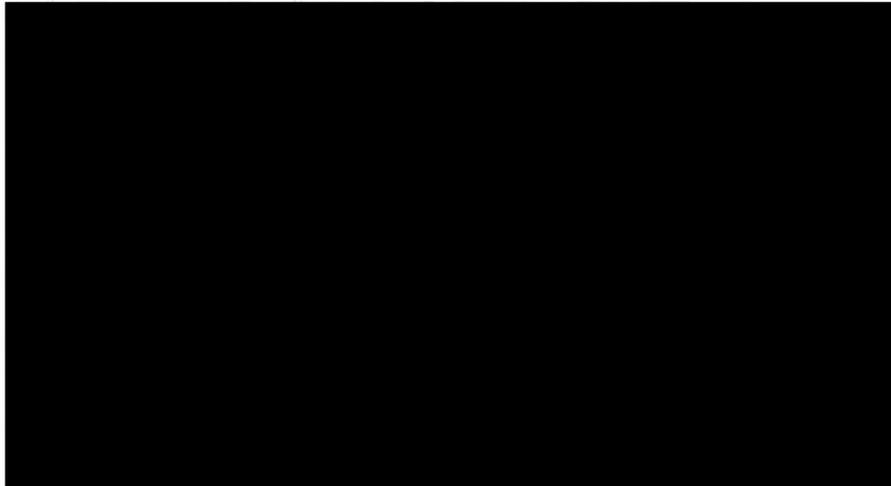
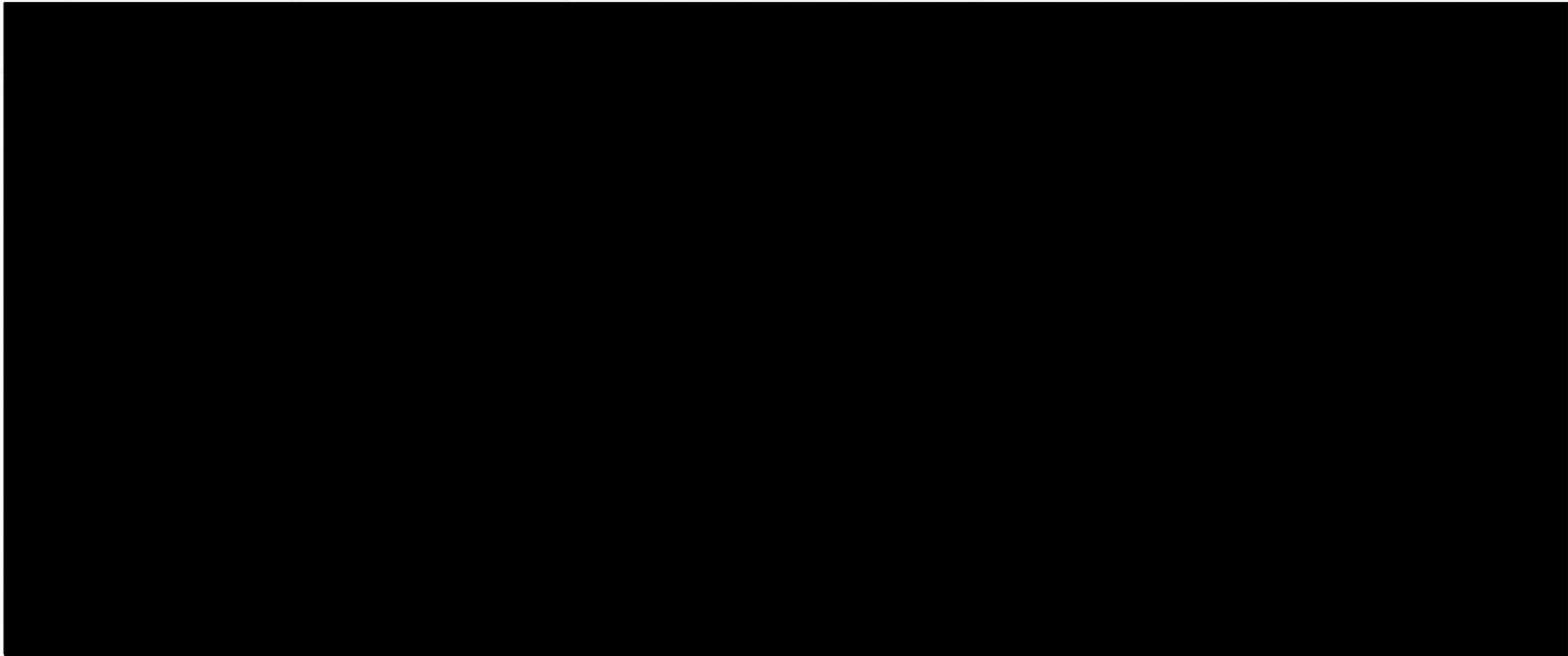


Figure 1 - Phase 1 Total Costs



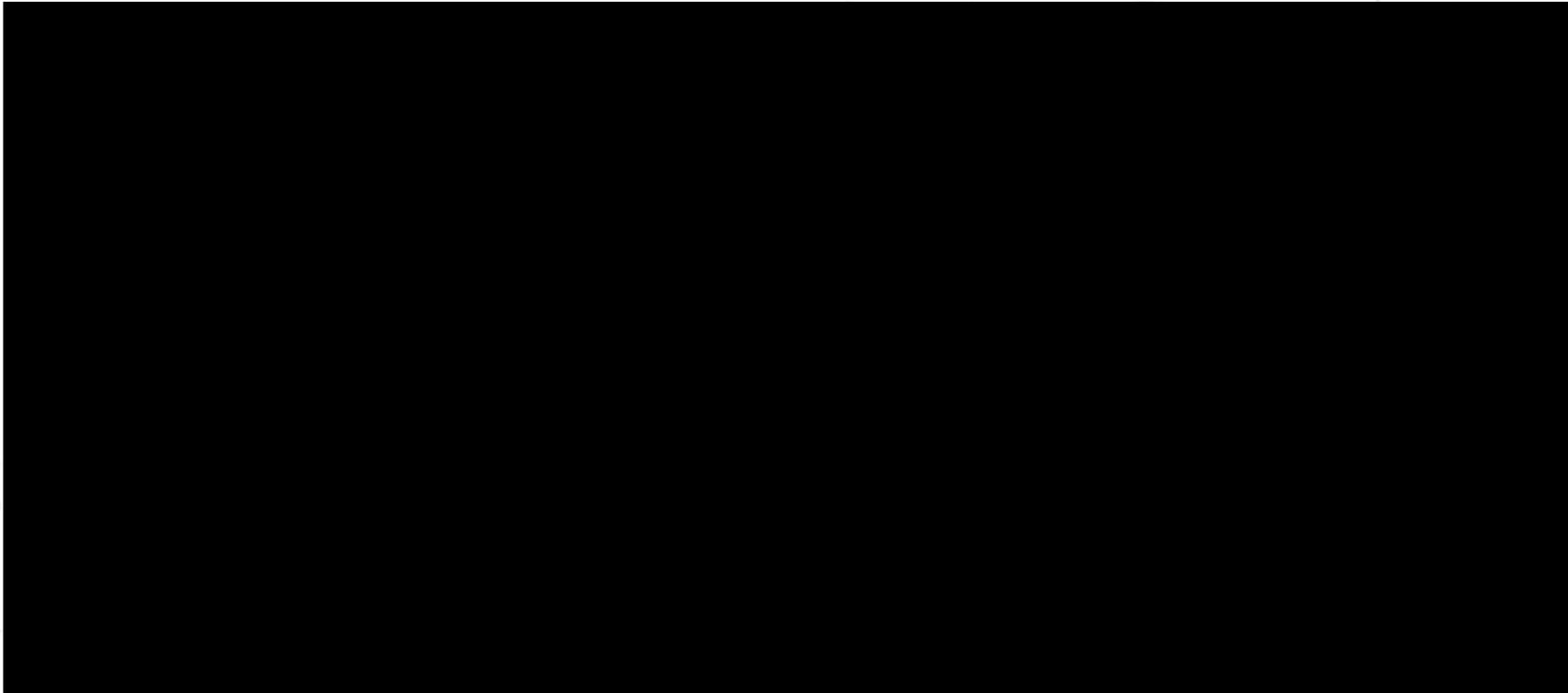
*Figure 2 - Phase 1 Total Costs*

OFFICIAL – SENSITIVE (COMMERCIAL)

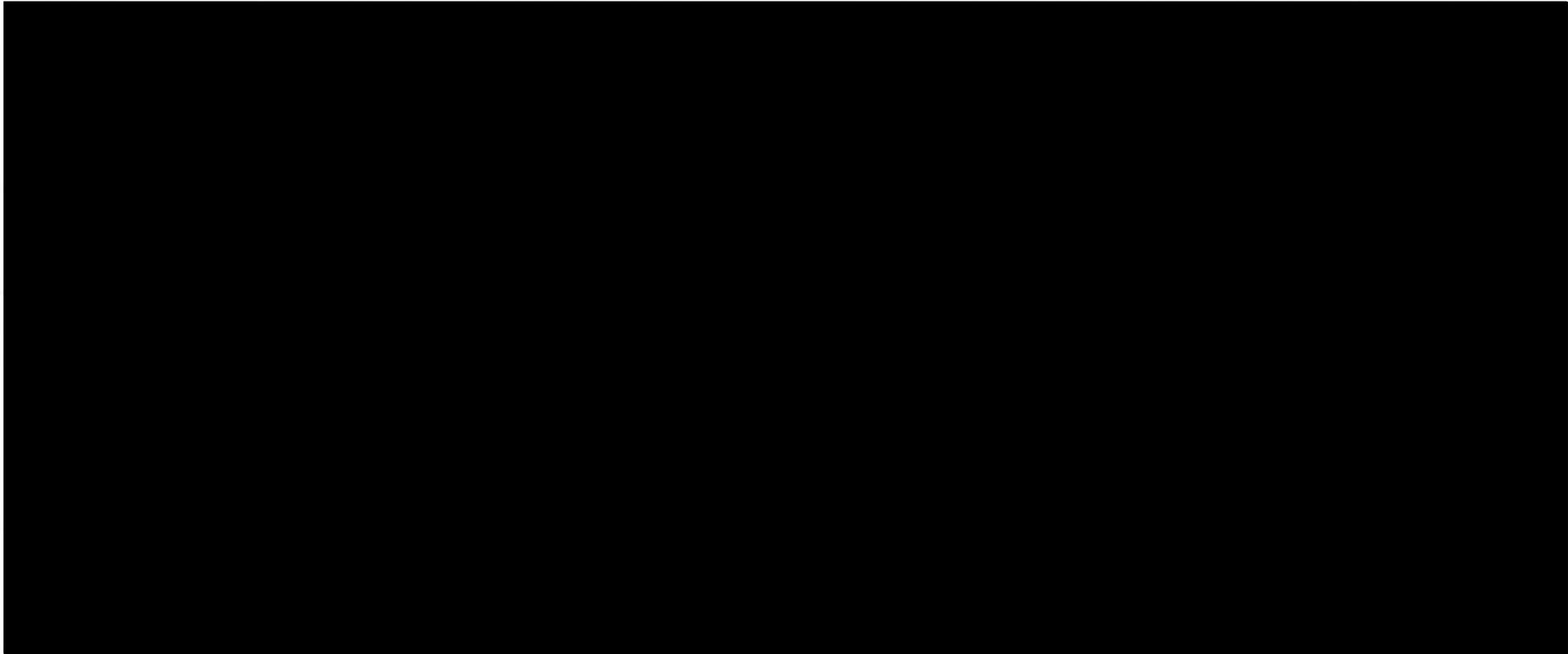


AW5.2 Price Schedule

Please ensure that you DO NOT alter this spreadsheet. Any alterations may result in your Pricing being disqualified.



*Figure 3 - Phase 2 Total Costs*



*Figure 4 - Phase 2 Total Costs*



D4-2 The payment schedule will be followed as proposed below:

Deliverable	Date	Amount (excluding VAT)
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

D4-3 All invoices should be sent to [finance@services.ukpbs.co.uk](mailto:finance@services.ukpbs.co.uk) or Department for Business, energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET. A copy of the invoice should also be sent to the Project Manager, [REDACTED]; [REDACTED].

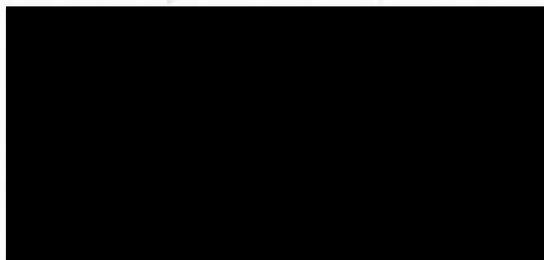
For and on behalf of **The Association of  
Decentralised Energy (The Supplier)**

Signed

Name

Position

Date



21/10/19

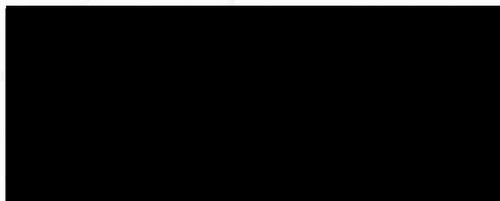
For and on behalf of **The Department of  
Business, Energy and Industrial Strategy  
(BEIS) (The Contracting Authority)**

Signed

Name

Position

Date



21/10/19

## Appendix A – Specification

### **1. Background**

#### **Buildings mission:**

The Buildings Mission was identified in the Industrial Strategy as one of the Grand Challenges. Heating and powering buildings accounts for 40% of our total energy usage in the UK. By making our buildings more energy efficient and embracing smart technologies, we can cut household energy bills, reduce demand for energy, and boost economic growth while meeting our targets for carbon reduction.

For homes this will mean halving the total use of energy compared to today's standards for new build. This will include a building's use of energy for heating and cooling and appliances, but not transport. One crucial aspect of meeting this challenge is ensuring that the UK supply chain for domestic energy efficiency retrofit is operating as efficiently as possible in order to encourage UK retrofit at the lowest possible price to the consumer.

#### **The need for the international buildings mission research:**

Although evidence of how domestic energy efficiency retrofit supply chains operate in different countries exists, it is often limited to one country, or a comparison between two supply chains. There appears to be no international comparisons review at present. This review will collate international evidence on the supply chain across a number of countries in order to present evidence of what works best in different circumstances.

The project is also a response to an assessment of the state of the market for owner occupier energy efficiency set out in the 'Building a Market for Energy Efficiency' call for evidence, published alongside the Clean Growth Strategy, which identified both demand and supply side barriers to growth in the market for energy efficiency retrofit activity.

This project will be used to inform the development of BEIS strategies to improve the efficiency of the UK supply chain for retrofit as part of the Buildings Mission.

### **2. Aims and Objectives of the Project**

The proposed project is an international rapid evidence review of how the domestic energy efficiency retrofit supply chain operates in other countries with the aim of identifying the factors leading to a successful retrofit supply chain and whether they are replicable in the UK market. The review aims to bring the relevant evidence together into one place to create an overview of different retrofit supply chain practices.

This project is part of a series of policy research and initiatives intended to help BEIS meet the ambitions laid out in the Buildings Mission, one of the Grand Challenges identified in the Industrial Strategy. Recognising that heating and powering buildings accounts for 40% of our total energy usage in the UK, the Buildings Mission aims to reduce the cost and energy use of UK buildings. One of the ways the Buildings Mission hopes to meet its challenge is by halving the cost of renovating existing buildings to a similar standard as new buildings, while increasing quality and safety.

This evidence review sits alongside other projects designed to inform the development of

BEIS strategies to improve the efficiency of the UK supply chain for retrofit. It will do this by identifying lessons that can be learned from best practise examples of supply chain activities that have been established in other countries. This will feed into the suite of evidence currently being collected to meet the Building's Mission ambition of halving the cost of retrofit.

A series of pilots have recently been launched to test approaches for increasing energy efficiency improvements rates for non-fuel-poor homes, by providing support for local supply chain integration and project coordination. There is an aim to share the findings of this project to benefit these pilots.

We have undertaken an initial search of the literature. There is a body of evidence describing the UK retrofit market<sup>1</sup> and comparing the impact of UK government schemes on the retrofit supply chain<sup>2</sup>. These studies give good insight into the current barriers and challenges faced by the UK supply chain in the energy efficiency market, including fragmentation of the supply chain, a lack of public trust and the differing levels of skill in the supply chain. Previous research also frequently recommends improvements that could be made to the UK supply chain but little evidence exists in the UK of the supply chain successfully impacting on retrofit uptake or costs.

A 2017 study compared the US Better Buildings Neighbourhood Programme (US BBNP) and UK Green Deal approaches to retrofit. It found that both programs successfully engaged a high number of assessments/interest in retrofit, but that the US BBNP was far more successful at converting that interest into actual retrofit work. The study attributed the difference largely to better local engagement and integration of the supply chain.

For this project supply chains will be considered the actors, activities, and processes involved in conducting home energy retrofit. Examples of this may include the logistics, warehouses, delivery process, and installers.

In summary, there are studies that provide relevant insight into the issues that we wish to explore. A first part of the study will be to synthesise (and add to them from other evidence/literature) into one place, and critically analyse them to provide an overarching, comparative assessment of how the domestic energy efficiency retrofit supply chain operates and its impacts on retrofit internationally.

The high-level research questions for the study are:

- Which countries have the most successful domestic energy efficiency retrofit supply chains?
- How do domestic energy efficiency retrofit supply chains operate in different countries?
- How do members of the domestic energy efficiency retrofit supply chain upskill in different countries?

<sup>1</sup> [https://www.see.leeds.ac.uk/fileadmin/Documents/research/sri/Installer\\_Power\\_final\\_report.pdf](https://www.see.leeds.ac.uk/fileadmin/Documents/research/sri/Installer_Power_final_report.pdf),  
[https://www.eceec.org/library/conference\\_proceedings/eceec\\_Summer\\_Studies/2017/3-local-action/supply-chain-dynamics-in-the-uk-construction-industry-and-their-impact-on-energy-consumption-in-homes/2017/3-136-17\\_Owen.pdf/](https://www.eceec.org/library/conference_proceedings/eceec_Summer_Studies/2017/3-local-action/supply-chain-dynamics-in-the-uk-construction-industry-and-their-impact-on-energy-consumption-in-homes/2017/3-136-17_Owen.pdf/)

<sup>2</sup> <https://www.sciencedirect.com/science/article/pii/S2211467X16300220>

- How do consumers interact with the domestic energy efficiency retrofit supply chain internationally?
- How do the domestic energy efficiency retrofit supply chains interact with central and local government?
- Which key success factors identified in questions 1-5 could be replicated in the UK?

It is anticipated that insight gained into these questions will result in a critical assessment of the characteristics and impacts of different supply chain models and behaviours existing in other countries, along with consideration of their applicability to the UK. For each question we will be considering which factors are the most successful and whether they can be replicated in the UK. Examples of the types of issues that we'd envisage the research exploring within each of these high-level research questions are set out below.

Examples of the types of issues that we'd envisage the research exploring within each of these high-level research questions are set out below.

### ***Supply chain success***

RQ1: Which countries have the most successful domestic energy efficiency retrofit supply chains?

Examples of things that might be explored are:

- Which countries have the greatest uptake on home retrofit through the supply chain?
- Which countries have the cheapest home retrofit when delivered by the supply chain? Can this be compared with the cost of general home improvements?
- Which countries have the most highly skilled retrofit supply chain?

### ***Supply chain operation***

RQ2: How do domestic energy efficiency retrofit supply chains operate in different countries?

Examples of things that might be explored are:

- What stakeholders operate within the retrofit supply chain?
- How do different members of the supply chain interact with each other? What are the relationships and interactions between manufacturers, sellers, and installers? What are the implications of these relationships for consumer uptake and cost of home retrofit?
- Are there local partnerships that are, or can be, exploited by the supply chain to improve the uptake of retrofit?
- How do retrofit supply chains identify their market? How are retrofit services advertised and sold?

### ***Supply chain upskill***

RQ3: How do members of the domestic energy efficiency retrofit supply chain upskill in different countries?

Examples of things that might be explored are:

- How do members of the supply chain gain their skills in home retrofit?
- Is retrofit part of a wider suite of skills or do the suppliers specialise?
- Is training usually undertaken on courses, or is it done peer to peer?
- How frequently do members of the supply chain train in new methods?
- How aware are the supply chain of new techniques? How is awareness gained and spread?
- Does upskilling have an impact on the uptake of energy efficiency retrofit?

### ***Supply chain consumer interaction***

RQ4: How do consumers interact with the domestic energy efficiency retrofit supply chain?

Examples of things that might be explored are:

- Is the supply chain for retrofit trusted by consumers? If so, why?
- How has this trust been gained?
- Do supply chain members advise the consumer on further measures they can take to improve the energy efficiency of their home?
- What factors lead to successful upselling of further retrofit measures?

### ***Supply chain government interaction***

RQ5: How do the supply chains interact with central and local government regulation?

- Do supply chain members interact with home assessment measures (such as the EPC or equivalent)?
- If so, how?
- How do supply chain members interact with local government regulations such as planning permission?
- How does the supply chain interact with government schemes to promote retrofit loans/grants etc?
- How do supply chains interact internationally with other countries across borders.

### **3. Suggested Methodology**

The suggested methodology is a rapid evidence assessment. A Rapid Evidence Assessment is a tool for getting on top of the available research evidence on a policy issue, as comprehensively as possible, within the constraints of a given timetable. This is a comprehensive review of the available evidence including rating the quality of identified relevant evidence. A REA is more suitable than a full systematic literature review in this case due to budget and time constraints. This Rapid Evidence Assessment should be used to identify successful international retrofit supply chains and transferable lessons for the UK, including lessons from local and national policy, and institutional arrangements.

The project will be split into a search phase and a synthesis/primary research stage as

there is some uncertainty over the breadth of available evidence. An initial review of the literature in the scoping phase of this research has identified relevant literature relating to the international retrofit supply chain, although there is some uncertainty on whether it will be possible to answer all of the research questions with the available evidence.

#### *Phase 1.*

Phase one will collate the evidence related to the international retrofit supply chain on a broad scale, using the research questions identified above, though it is unlikely that the REA will answer all of the research questions in the first phase of the project. We envisage academic literature and high quality grey literature will be the primary source of evidence at this stage.

This phase will attempt to identify the most successful international domestic retrofit supply chains which have aspects that could potentially **be replicated in the UK** (i.e. we are not interested in factors dependant on a particular type of housing stock or climate far removed from UK conditions).

In the evaluation questionnaire you will be required to set out how the quality and robustness of evidence is reviewed and the basis for including / excluding evidence. These proposals will then be developed following collaboration with BEIS to ensure methodology is robust and the scope meets BEIS' needs. When bidding for this project, please specify your search strategy. The search strategy, including search type, terms and sources to be searched will be agreed with BEIS. You must have access to relevant journals and databases to ensure that all relevant evidence is accessible to researchers. Ongoing updates between the contractor and BEIS will help to determine the likelihood that the research questions will be answerable with the available evidence and will give an indication of whether the inclusion criteria are appropriate. Once the search is completed, the contractors will screen the studies identified against the inclusion criteria. The contractor will then map the eligible studies against the research questions.

There will be a review point in the contract after the delivery of Phase 1 outputs of the research. We expect this review period to be concluded after 2 days. BEIS reserves the right to terminate the contract after the review. In the event of this happening full costs up to this point will be paid to the successful bidder.

#### *Phase 2.*

The second stage of the research will involve doing 'deep dives' into particular countries of interest. It is anticipated that this will involve:

- Reviewing further documentation of how the retrofit supply chain operates in the selected countries. As well as academic literature, this could include policy documents, trade press documents, specific project evaluations and other grey literature.
- If the deep dive literature review exposes evidence gaps in the literature, interviews with experts (academics, stakeholders from the buildings industries or policy makers) in other countries of most interest could be undertaken. These will be used to help ensure relevant literature has been reviewed and gain a deeper understanding of how the retrofit supply chain operates successfully in the selected countries. It is envisaged that around 20 interviews with experts and/or key stakeholders in other countries would be sufficient. It is anticipated that semi-structured interviews without the need for typed transcripts or thematic analysis will be sufficient for the research.

Countries and supply chain characteristics of interest should be agreed with BEIS in advance of the second stage. This will occur as findings emerge from the first phase of the project. Ahead of this, bidders should provisionally suggest a list of countries that

might be of interest to explore in detail, and why. These countries should be selected for the success of their retrofit supply chains and should be able to provide comparable lessons for the UK retrofit context.

The bidder should indicate whether they intend to review content that is written in languages other than English, and if they do not they should establish why.

The bidder will also be required to line up an academic peer review as part of their quality assurance process. This is to ensure quality of research and reporting, as well as to provide an external perspective on the project.

#### 4. Deliverables

Bidders should ensure the following is included in the costings and timings for this project:

Phase	Action	Timing (approximate) - completed by
1	Inception of Project	Mid-September
	Expected Inception Meeting	25 <sup>th</sup> September
	Familiarisation period	Mid-September
	Agreement (and then results) of search strategy	Early October
	Search for Literature	Mid-October
	Finalise plan for phase 2 of the project & Draft discussion guides	Early November
	Analysis of Literature	November
	<b>Phase 1 output</b>	Early December
<b><i>Review point in Contract</i></b>		
2	Arranging Interviews	Early January
	Interviews	Late January
	Analysis of regulatory, policy and trade press documents	January
	First draft of report	Early February
	Presentation of findings (before finalising report)	Mid-February
	<b>Final report</b>	Early March

The date of the final report should be planned for no later than March. These timings are indicative and may change subject to BEIS's needs, however contractors are expected to plan and resource appropriately to meet the indicative timetable above and to be able to adapt flexibly should the timetable change.

BEIS reserves the right to terminate the contract at the review point. This review point should be clearly signalled in project plans

#### Search strategy:

Bidders should further develop and share their search strategy for identifying relevant literature, evidence and regulatory documents. Bidders should allow for flexibility in the search terms (e.g. if new search terms emerge that may be useful to explore or if limited literature is found after an initial search).

Bidders should also provide out a list of evidence sources that have been identified through the search strategy (along with indicating whether a review of these they will be included or excluded in the research).

**Phase 2 Plan:**

A short plan detailing the work to be carried out in Phase 2 should be provided. This includes the countries and issues that will be explored in detail (and how this will be undertaken).

Topic guides should be created for interviews and time should be allowed for BEIS to provide comments and final sign-off on these.

**Phase 1 output:**

An output from Phase 1 should be produced. This could be a report or slide pack and include an accessible, high level comparative assessment of the regulatory frameworks that exist in other countries. The output should be of high quality as a standalone report/slide pack should BEIS wish to terminate the contract at the review point.

**Presentation:**

Near the close of the project the contractors should give a presentation within BEIS to the wider policy team. This should be timed to allow for any comments received to be taken account in finalising the report.

**Reports:**

At the end of the project (after the final presentation) we require a finalised, fully quality assured report which includes a clear and sufficient technical annex. A matrix of searched literature should also be provided, containing appropriate information about the literature that has been reviewed. The report must be written in plain English and be no longer than 30 pages in length (excluding the technical annex). From experience we expect that 2-3 drafts will be needed to reach the finalised report and these drafts should be delivered well in advance with sufficient time built in for review and comments. Each draft must be proof-read and delivered at a professional and publishable standard. Clear, precise and succinct language is essential. We expect this to be costed and accounted for in the timeline.

**Peer Review:**

You are required to appoint an external peer reviewer for the project. The provided peer review should aim to align timings of this of this with the first set of comments from BEIS on the first draft of the report.

**Publication:**

The final report for this research / evaluation project must be formatted according to BEIS publication guidelines, therefore within the Research paper series template and adhering to BEIS accessibility requirements for all publications on GOV.UK. The publication template will be provided by the project manager. Please ensure you note the following in terms of accessibility:

**Checklist for Word accessibility**

Word documents supplied to BEIS will be assessed for accessibility upon receipt. Documents which do not meet one or more of the following checkpoints will be returned to

you for re-working at your own cost:

- document reads logically when reflowed or rendered by text-to-speech software
- language is set to English (in File > Properties > Advanced)
- structural elements of document are properly tagged (headings, titles, lists etc.)
- all images/figures have either alternative text or an appropriate caption
- tables are correctly tagged to represent the table structure
- text is left aligned, not justified
- document avoids excessive use of capitalised, underlined or italicised text
- hyperlinks are spelt out (e.g. in a footnote or endnote)

Please see Annex A for BEIS Social Research Report Writing Guidelines.

#### **Working Arrangements / Emerging Findings**

It is important that BEIS are kept informed of emerging findings and project progress.

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Weekly progress updates will be required throughout the project. These can be delivered via e-mail to the BEIS steering group or project manager, and/or phone calls. A monthly progress report will also be required via email followed by a phone call. Any changes to contractor team identified in the bid must be approved by BEIS with a plan for mitigating this to reduce impact on project.

All research tools and sampling methodologies will need to be agreed by BEIS.

BEIS will own the intellectual property rights of any and all intermediate products, including the final deliverables, and in particular including presentation slide packs, reports and data.

#### **Terms and Conditions**

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

## Annex 1 - BEIS Social Research Report Writing Guidelines

### 1. Introduction

This guide describes the conventions and standards that we expect in the production of written reports and summaries of all social research, consumer insight and evaluation commissioned by BEIS, whether intended for internal use and/or publication.

The aim of this guide is to help authors produce clearly and concisely presented reports, which reflect the needs of BEIS and will be accessible and engaging to their intended audience. These guidelines should help to: streamline the reporting process; reduce the need for extensive comment and redrafting; and maximise the impact of the final report.

These guidelines are the basis for good reporting practice and may not cover all eventualities (in particular, they are not intended to be a guide for conducting social research). Full discussion with the BEIS project manager about the report structure, format and function will be expected in all cases, to ensure the final report is of high quality and meets individual project requirements.

### 1. General Guidelines

Basic principles to observe:

- Aim for Plain English; keep sentences short, prefer active verbs, and use words that are appropriate for the reader<sup>3</sup>.
- Assume the audience for the main report and summary to be interested, but non-technical / specialist, readers.
- Reports should provide a **concise but clearly evidence-based** presentation of findings, with a separate conclusions section.
- The **main report should be around 25-30 pages long**, with a standalone **3-4 page executive summary**. Annexes should be used as appropriate to include further information and detail. Any exception to this will need to be agreed with the BEIS project manager at the start of the project.
- **Draft reports should be as close as possible to the final version of the report and comply with all standards set out in this document**, unless otherwise agreed with the BEIS research project manager.

The remainder of this guide is arranged as follows:

1. Report structure and style
2. Presenting methods, analysis and findings

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<sup>3</sup> See for example Plain English Campaign - <http://www.plainenglish.co.uk/crystal-mark/about-the-crystal-mark/the-crystal-mark-standard.html> or Center for Plain Language - <http://centerforplainlanguage.org/about-plain-language/checklist/>

## 2. Report structure and style

### a. Report structure

- The report should contain a standalone executive summary, with a short summary of the objectives, methodology, key findings and conclusions, and normally be no longer than 4 pages.
- The main report should be no longer than 30 pages, unless this has been agreed with the project manager at the start of the project.
- The report should contain an introduction setting out the aims and objectives of the project and the context of the research.
- A short methodology section should also be included and provide sufficient information about the research design, sample and timing, and any limitations for the reader to understand how the findings were generated and interpret the conclusions.
- The findings, which are clearly related to each of the research objectives, should make up the main body of the report.
- Conclusions should be presented in a separate section (N.B. ensure the conclusions are not simply a repeat of the exec summary or vice versa).
- Further relevant information, including detailed methodology, evidence sources, research tools etc., should be included in the annexes.

### b. Report layout

- The report should be standardised to the format of the BEIS Report Template (to be supplied by the BEIS project manager), including chapter numbering, heading styles, font size, typeface and line-spacing.
- Be consistent with punctuation, capitalisation and the use of acronyms and abbreviations.
- Use informative chapter and section headings to guide the reader.
- Use bullet lists where appropriate.
- Be consistent with the format, position and labelling of tables, charts and figures throughout the report, following those included in the report template where possible.
- Use chapter, page and paragraph cross-references where necessary.
- Reports should be page-numbered.

### c. Report style

- Be consistent in the use of tense. Any research findings should generally be in the past tense - 'the research found... / 20% of respondents reported... etc.'
- Be consistent in the use of terminology - e.g. householders / residents; energy companies / energy suppliers; consumers / consumers etc.
- For abbreviations and acronyms, unless in common English usage, put the name in full when first used followed by the abbreviation or acronym in brackets, and then use the abbreviation.
- In addition, it may be appropriate to also include a glossary.
- Avoid unnecessary jargon. Unavoidable jargon terms should be explained the first time they are used.

#### **d. Bibliography and References**

- Number references to published work consecutively throughout the report preferably using Arabic numerals as superscript. References should follow standard citation procedures – for example:
  - Author, A., Author, B. Year. Title of paper. Title of Journal, volume no, pages;
  - Author, A., Author, B. Year. Title of book/chapter, (Editors Title of book) publisher;
  - Author, A., Author, B. Year. Title of report. Available at XXX-web link. (access date)

#### **e. Disclaimer**

- A disclaimer should be inserted on the first inside page of the report, as follows: "The views expressed in this report are those of the authors, not necessarily those of the Department for Business, Energy & Industrial Strategy (nor do they reflect Government policy)."

#### **f. Logos**

- The BEIS logo is provided on the Report Template. Other logos of the contractor / other parties involved may be placed on the inside front cover.

### **3. Presenting methods, analysis and findings**

#### **a. Key points about presenting evidence**

- The report should clearly and fully reflect the agreed aims of the research, be impartial, and clearly indicate when the research took place.
- Findings and conclusions should be clearly related to the objectives and research questions for the study.
- All findings must be clearly substantiated by the evidence, and it should be clear to the reader how conclusions have been drawn and what they are based upon.
- Any recommendations, where requested, should clearly stem from the interpretation of the evidence, where possible being linked back to specific key findings.

#### **b. Presenting the methodology and research tools**

- The methodology section in the main report should include enough information for the reader to understand exactly how the findings were generated, including a brief description of the research design; sampling approach, size and response rate; timing and location of fieldwork; and any limitations of the approach (including implications for robustness of data and findings).
- Detailed methodology should be included in an annex, along with research tools, case study details etc.
- For evidence reviews, the approach and criteria for identification, inclusion and weighting of evidence should be clearly explained in the report.

### **c. Reporting findings**

- Any limitations of the evidence should be clearly set out (for example restricted access to participants, gaps in sample coverage, time restraints) and implications for errors / bias in findings.
- In any research study which has included both qualitative and quantitative research, these findings should always be linked and interpreted together in the report.

### **d. Presenting quantitative research:**

- Research findings should normally refer to the respondents in the research rather than the general population (i.e. 20% of respondents thought X rather than 20% of householders / people / consumers) unless the research methodology allows such generalisation - i.e. a random sampling approach. In such cases statistical significance should be referred to.
- However, it is not normally appropriate to use significance testing with non-random samples (e.g. quota samples).
- Any reporting of percentages should make clear the base/total number of respondents on which percentages are being calculated. Percentages should not normally be presented on bases less than 100.
- Sub-group analysis should respect minimum sample sizes for quantification and/or significance testing of differences between groups, related to expected size of change or difference between groups.
- Generalisations from samples should only be made where the sample is sufficiently large and representative to warrant this.
- Where precise figures are not available or not appropriate use the greatest degree of precision possible - e.g. 'around three quarters' or 'the majority'.

### **e. Presenting qualitative research:**

- As part of good qualitative research, corroborating evidence should be used to support and triangulate any findings (including other sources of evidence / data generated or identified by the research). However, there should also be discussion of where there was limited evidence which prevented this.
- Similarly, discussion of any conflicting or rival theories should be presented, e.g. contradictory evidence; absence of evidence.
- It should be made clear that findings relate to the research respondents and are not overarching or generalisable to e.g. the whole population, although may be considered representative of the range of views held by the target group for the research.
- Reporting should make clear the extent to which findings reflect the views of most or few respondents, and/or specific subgroups.
- Very general terms for groups of respondents such as 'stakeholders' should be avoided, rather descriptive terms should be used, as appropriate – e.g. 'local authority representatives' etc.
- Verbatim quotes should be used to illustrate and reinforce a point made in the text, but not as a substitute for presenting a finding. All key points should be illustrated with at least one quote.
- All quotations should be anonymous but give a clear indication of how the respondent fits into the sampling scheme - the details to be included should be agreed with the BEIS project manager before the report is drafted and used consistently throughout (e.g. 'respondent 17, female, homeowner' etc.).

## **f. Presenting tables, charts, diagrams and statistics**

- Charts and diagrams should be used, where appropriate, to illustrate noteworthy findings and to break up the text.
- Supporting narrative should always be included to highlight, explain, qualify or expand on the message of a table or chart.
- Tables and figures should be headed, numbered and sourced. They should always be clearly and accurately referenced in the text.
- Tables of data should normally be presented with row and column totals.
- Base totals should be presented with every table or chart presenting survey data.
- A definition should be given of the base sample, e.g. all respondents (n) or all respondents [within a subset] (n).
- It should be clear whether any percentages are weighted or un-weighted, and where weighting is used both weighted and un-weighted bases should be provided for charts and tables.
- Any weighting used should be explained to the reader, in a way which is understandable to a non-specialist audience.
- Chart axes should be clearly and unambiguously labelled, and use consistent scales, to avoid false comparison between charts.

## **g. Anonymity**

- To preserve confidentiality and anonymity, no identifying details of individual participants in the research or of particular organisations should be included in any report to the Department, unless this has been specifically cleared in advance with the individual or organisation concerned.

## **h. Previous literature**

- Any review of previous literature included in a report of primary research should clearly relate to the aims and objectives of the research. As far as possible, it should also indicate the status of the literature reviewed, whether it has been subject to any rigorous quality control criteria, and how robust any cited findings are.
- Findings or conclusions from previous literature should be clearly differentiated from findings of primary research.
- All sources of evidence should be clearly referenced.

## **4. Submitting reports**

### **a. Report outline**

- A report outline, setting out chapter and section headings, and bullets of what will be covered within each chapter/section, should be agreed with the Project Manager well in advance of the draft report. This should show clearly how each of the research questions have been answered.

### **b. Draft Reports**

- All draft reports should be thoroughly proof read by someone other than the author before submission to BEIS, to minimise spelling and grammar errors and gaps and inconsistencies in information and logic.
- If several authors have contributed separate sections to the report a thorough editorial review is needed prior to submission, to ensure consistent style and avoid unnecessary repetition.
- The date and status of the report should be clear (e.g. Draft 1, June 2016).
- The electronic version of the draft final report should be in Microsoft Word. Other formats should only be used with prior agreement from the BEIS project manager.

### **c. Interim reports**

- If there have been previously disseminated or published interim reports, the final report should show clear links between the emerging findings in the interim report and the findings in the final report.
- Any other work mentioned in the text, including earlier or interim reports, should be fully referenced.

### **d. Final draft report**

- The final draft report should have a further proof-read before submission, following comments and sign-off from the BEIS project manager.

### **e. Supplying data**

- For quantitative research you will be expected to provide copies of cleaned data with documentation at the same time as the final agreed report – this should be presented as excel/CSV or SPSS files. There should be a full and detailed explanation of all labels and variables of the dataset, to allow easy use by researchers within BEIS.
- For qualitative research you will generally be expected to provide transcripts or other notes collated as qualitative data. The data should have clear labels and sufficient explanation to allow further analysis where necessary (e.g. gender, age, geographical location).
- For secondary research / evidence reviews etc. you will be expected to provide summaries and full references of all sources reviewed, e.g. using a proforma developed as part of the research.

## Annex 2 - Code of Practice

BEIS has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by BEIS. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

### 1. PRINCIPLES BEHIND THE CODE OF PRACTICE

Contractors and consortia funded by BEIS are expected to be committed to the quality of the research process in addition to quality of the evidence outputs. The Code of Practice has been created in order to assist contractors to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct. Set out over 8 responsibilities the code of practice provides general principles and standards for good practice in research. Most contractors will already have in place many of the measures set out in the Code and its adoption should not require great effort.

### 2. COMPLIANCE WITH THE CODE OF PRACTICE

All organisations contracting to BEIS (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

Contractors are encouraged to discuss with BEIS any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, BEIS may conduct (or request from the Contractor as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

### 3. MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE

Monitoring of compliance with the Code is necessary to ensure:

- Policies and managed processes exist to support compliance with the Code
- That these are being applied in practice.

In the short term, BEIS can require contractors to conduct planned internal audits although BEIS reserve the right to obtain evidence that a funded project is carried out to the required standard. BEIS may also conduct an audit of a Contractor's research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

### 4. SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE

#### a. Responsibilities

All organisations contracting to BEIS (including those sub-contracting as part of a consortium will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any subcontractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

#### b. Competence

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

#### c. Project planning

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with BEIS, taking account of the requirements of ethical committees<sup>4</sup> or the terms of project licences, if relevant.

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<sup>4</sup> Please note ethical approval does not remove the responsibility of the individual for ethical behaviour

Significant amendments to the plan or milestones must be recorded and approved by BEIS if applicable.

#### **d. Quality Control**

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff. Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

The authorisation of outputs and publications shall be as agreed by BEIS, and subject to senior approval in BEIS, where appropriate. Errors identified after publication must be notified to BEIS and agreed corrective action initiated.

#### **e. Handling of samples and materials**

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by BEIS. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal), and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

#### **f. Documentation of procedures and methods**

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical procedures and the generation of a clear audit trail linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be clearly indicated and traceable through each stage of development of the method.

#### **g. Research/work records**

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the work and responsible for ensuring that regular reviews of the records of each researcher are conducted<sup>5</sup>.

The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by BEIS.

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<sup>5</sup> Please note that this also applied to projects being undertaken by consortia