



## Department for Energy Security & Net Zero

CONTRACT FOR THE PROVISION OF:  
**Independent Learning and Evaluation of the Effectiveness of the UK's Support  
 to Climate Vulnerable Country Negotiating Groups in International Climate  
 Negotiations**  
 TO THE DEPARTMENT FOR ENERGY SECURITY & NET ZERO (THE  
 CONTRACT OFFER LETTER)

Contract number: con\_4311

Project reference number: prj\_345

This Contract is dated 4<sup>th</sup> September and is made between:-

1. **The Secretary of State for the Department for Energy Security & Net Zero** (the "Authority") of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;  
and
2. **NIRAS Group (UK) Ltd** (the "Contractor") whose registered office is Kings Ride Court, Kings Road, Ascot, Berkshire, SL5 7JR.

### INTRODUCTION

- (A) On 20th April 2023 the Authority issued an invitation to tender for the provision of Independent Learning and Evaluation of the Effectiveness of the UK's Support to Climate Vulnerable Country Negotiating Groups in International Climate Negotiations - including the specification a copy of which is set out in Schedule 2 (the "Specification").
- (B) In response the Contractor submitted a proposal dated *6<sup>th</sup> June 2023* explaining how it would provide the Services a copy of which is set out in Schedule 3 (the "Proposal").
- (C) The Specification and the Proposal were supplemented by the Clarification questions and responses copies of which are set out in Schedule 5 (the "Correspondence").

The parties agree as follows:-

### 1. SUPPLY OF SERVICES AND PRICE

- 1.1 In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 (inclusive of Value Added Tax) (the "Contract Price") and in

accordance with (a) the Specification; (b) the Contractor's Proposal; and (c) the Authority's Standard Terms and Conditions of Contract for Services (the "Standard Terms") (a copy of which is attached at Schedule 1); and (d) the Correspondence, the Contractor shall provide the Services described in the Specification and the Contractor's Proposal and the Correspondence to the Authority.

## **2. COMMENCEMENT AND CONTINUATION**

- 2.1 This Contract shall commence on *date of signature* and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of *24 months ending 31<sup>st</sup> August 2025 (the "Initial Term")*.
- 2.2 The contract will be for an initial term of approximately 24 months (depending on signature date) until July 2025, or a date to be agreed between the parties, unless terminated or extended by the Department in accordance with the terms of the contract.
- 2.3 The Contract will be let for the full initial term with a formal review point at the end of part zero (upon delivery of the scoping report) if agreed by both parties. This Contract may be extended beyond the initial term by up to 36 months and £400,000 (exclusive of UK VAT but inclusive of any overseas VAT and taxes) in value in the circumstances detailed in Schedule 2.
- 2.4 Take-up of any extension period is subject to the Authority's approval and the continuing needs of the Contract. These extension periods may be used on a no-cost or an additional cost basis subject to the approval of the Authority.

## **3. TERMS AND CONDITIONS**

- 3.1 The Standard Terms shall form part of this Contract.
- 3.2 The Contractor's terms and conditions of business shall not apply to this Contract.
- 3.3 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:
  - a) these clauses;
  - b) the Standard Terms (as set out in Schedule 1);
  - c) the Correspondence (as set out in Schedule 5);
  - d) the Specification (as set out in Schedule 2) and Contract Price (as set out in Schedule 4); and
  - e) the Contractor's Proposal (as set out in Schedule 3)
  - f) the remaining Schedules

(save that where the Contractor's Proposals contain a provision requiring a higher standard of service provision, the Authority may (at its discretion and for no additional remuneration confirm that such higher standard applies).

#### **4. CONTRACTOR'S OBLIGATIONS**

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing Services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

#### **5. MANAGEMENT AND COMMUNICATIONS**

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by the Authority's nominated Contract Manager (the "Contract Manager") who is an officer in the Authority's International Net Zero – International Climate Finance Directorate or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager
- 5.3 The Contractor appoints **REDACTED** to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.
- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

#### **6. INVOICES AND PAYMENT**

- 6.1 Subject to the Contractor providing Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with condition 17 of the Standard Terms.

#### **7. TRANSPARENCY**

- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using a redacted version of the contract. The Authority will make the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.
- 7.2 However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the

publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

- 7.3 The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

The Contract will be signed by electronic signature using the Authority's e-tendering system. Signatures will be attached to this Contract document once executed by both parties.

**The following Schedules form part of this Contract:**

Schedule 1	The Authority's Standard Terms & Conditions of Contract for Services
Schedule 2	The Authority's Specification
Schedule 3	The Contractor's Proposal
Schedule 4	Contract Price
Schedule 5	The Correspondence
Schedule 6	Expenses Policy and Eligible Costs Guidance
Schedule 7	Performance Management
Schedule 8	Processing, Personal Data and Data Subjects schedule
Schedule 9	Variation Template
Schedule 10	Gender Equality & Social Inclusion Definition
Schedule 11	ICF Supply Partner Code of Conduct

**Annex 1 SME MI Reporting Template**

Suppliers are required to provide data on their direct spend with SMEs in the supply chain relating to the Contract.



MI%20Reporting%20Template.xlsx

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# 1 Definitions and Interpretations

- (1) In these terms and conditions of contract for services, unless the context otherwise requires, capitalised expressions shall have the meanings set out below.

**“Authority”** means the Secretary of State for the Department for Energy Security & Net Zero of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

**“Authority’s Premises”** premises owned, controlled or occupied by the Authority which are made available for use by the Contractor or its subcontractors for provision of the Services (or any of them);

**“Charges”** means the Contract Price (or parts thereof) agreed in respect of the Services, excluding Value Added Tax (as more fully detailed in Schedule 4 of the Contract Offer Letter);

**“Confidential Information”**: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, activities, suppliers, products, affairs and finances of the Authority or any other department or office of her Majesty’s Government or related to or connected with the Contract or the Services including, without limitation, technical data and know-how relating to Her Majesty’s Government, the Contract or the Services or any of their suppliers, agents, management or contacts and including (but not limited to) information that the Contractor creates, develops, receives or obtains in connection with their Contract or the Services, whether or not such information (if in anything other than oral form) is marked confidential (but “Confidential Information” does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them in the public domain);

**“Consents”** means all permissions, consents, approvals, certificates, permits, licenses and authorisations required for the performance of any of the Contractor’s obligations under this Contract including for the avoidance of doubt environmental permits, planning permissions and obligations, consents of third parties (whether or not from a public authority or any other person whatsoever);

**“Contract”** means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation the Contract Offer Letter (and Schedules thereto), Annex 1 to Schedule 8, these Standard Terms and Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

**“Contract Offer Letter”** means the offer letter that sets out inter-alia the Parties to the Contract and the key Contract terms;

**“Contract Period”** means the period from the commencement of this Contract to the date of expiry of this Contract set out in the Contract Offer Letter or such earlier date as this Contract is terminated in accordance with its terms;

**“Contract Year”** means a period of 12 consecutive months starting on the date of this Contract and each anniversary thereafter;

**“Contractor”** means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 6;

**“Contract Manager”** means the person nominated by the Authority to manage the Contract;

**“Contractor Personnel”** means all directors, officers, employees, other workers, agents, consultants, persons and contractors engaged by or on behalf (whether directly or indirectly) of the Contractor and of any subcontractor (of any tier) engaged in the performance of the Contractor’s obligations under this Contract;

**“Contracts Finder”** means the Government’s publishing portal for public sector procurement opportunities;

**“Controller”** shall have the same meaning as given in the UK GDPR;

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales) including, but not limited to, government ministers and government departments and particular bodies, persons and government agencies;

**“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

**“Data Protection Impact Assessment”** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

**“Data Protection Legislation”** means:

- a. the UK GDPR and any applicable national implementing Laws as amended from time to time;
- b. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
- c. all applicable Law about the processing of personal data and privacy;

**“Data Protection Officer”** shall have the same meaning as given in the UK GDPR;

**“Data Subject”** shall have the same meaning as given in the UK GDPR;

**“Data Subject Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

**“Default”** means any breach of the obligations of the Contractor (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Contractor, of any person acting on its behalf (including subcontractors) howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Contractor is liable to the Authority;

**“Deliverables”** means any objectives or deliverables that are required to be provided by the Contractor as part of the Services under the Contract, or any goods ordered under the Contract including, without limitation, any documentation required to be provided;

**“Existing IPR”** means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the commencement of this Contract or otherwise);

**“Force Majeure”** means any of the below circumstances provided that they are not within a party's reasonable control including, only:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;
- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. collapse of buildings, fire, explosion or accident; and
- f. interruption or failure of utility service.

**“Government Property”** means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to equipment, parts, materials, documents, papers or data issued in electronic form and any other materials;

**“Health and Safety Policy”** means the health and safety policy of the Authority as provided to the Contractor from time to time;

**“Intellectual Property Rights”** or **“IPR”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted,



renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“IPR Claim”** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Authority in the fulfilment of its obligations under the Contract;

**“Law”** means any legal provision the Contractor must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 (as implemented into UK law, by virtue of the European Union (Withdrawal Agreement) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020)), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body;

**“Material Breach”** means a material breach of the Contract, which, for the avoidance of doubt, shall include:

- a. the failure on the part of the Contractor to provide a Rectification Plan to the Authority within 10 Working Days of being so requested;
- b. the Contractor’s proposed Rectification Plan is rejected by the Authority in line with Conditions (4) and b; or
- c. failure to deliver on an agreed Rectification Plan;

**“MI Reporting Template”** means the document (included as an annex to the Contract Offer Letter) as amended in accordance with Condition 23;

**“New IPR”** means a) IPR in Deliverables or other items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Contractor’s obligations under the Contract and all updates and amendments to the same; but shall not include the Contractor’s Existing IPR;

**“Open Book Data”** means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:

- a. the Contractor’s costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- b. operating expenditure relating to the provision of the Deliverables including an analysis showing:

- i. the unit costs and quantity of goods and any other consumables and bought-in Deliverables;
- ii. work force resources broken down into the number and grade/role of all Contractor Personnel (free of any contingency) together with a list of agreed rates against each work force grade;
- iii. a list of costs underpinning those rates for each work force grade, being the agreed rate less the Contractor profit margin;
- iv. and reimbursable expenses, if allowed under the Purchase Order form;
- c. overheads; and all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;
- d. the Contractor's profit achieved over the Contract period and on an annual basis;
- e. confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor;
- f. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- g. the actual costs profile for each service period;

**“Party”** means a Party to this Contract, and **“Parties”** shall mean both of them;

**“Personal Data”** shall have the same meaning as given in the UK GDPR;

**“Personal Data Breach”** shall have the same meaning as given in the UK GDPR;

**“Processor”** shall have the same meaning as given in the UK GDPR;

**“Protective Measures”** means any appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**“Purchase Order”** means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

**“Rectification Plan”** means a plan (or revised plan) by the Contractor to rectify a Default, which shall include:

- a. full details of the Default that has occurred, including a root cause analysis;
- b. the actual or anticipated effect of the Default;

- c. the steps which the Contractor proposes to take to rectify the Default and to prevent such Default from recurring, including the Contractor's proposed timescales for such rectification;
- d. an analysis of the Contractor's ability to provide the Services and Deliverables under the Contract; and
- e. any reasonably foreseeable events that may impact on the Contractor's ability to comply with the measures contained within the Rectification Plan.

**"Required Insurances"** means those insurances required pursuant to 27 (1) and 27 (2);

**"Services"** means the services including the Deliverables to be supplied under the Contract;

**"SME"** means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

**"Standard Terms and Conditions"** means the terms and conditions contained in this document;

**"Sub-Processor"** means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

**"UK GDPR"** the General Data Protection Regulation (EU) 2016/679 as retained into UK law by virtue of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

**"VCSE"** means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

**"Working Day"** means any day other than a Saturday, Sunday or public holiday in England and Wales.

- (2) The interpretation and construction of the Contract shall (save where context requires otherwise) be subject to the following provisions:
- a. a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
  - b. a reference to any agreement, consent, permission or other document at a particular time shall be construed as a reference to it as it may then have been amended, restated, varied, supplemented, modified, suspended, assigned or novated;
  - c. a reference to this Contract includes any schedules or annexures to this Contract;

- d. references in the singular shall include references in the plural and vice versa;
- e. a reference to a “day” means a calendar day, a reference to a “month” means a calendar month and a reference to a “year” means a calendar year;
- f. the *ejusdem generis* rule shall not apply and references to “includes”, “including”, “in particular”, “other”, “otherwise” or any such similar terms shall be construed without limitation;
- g. the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- h. any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020; and
- i. references to “person”, any person, firm, company, corporation, government (including any government department), state or agency of a state, or any association, trust or partnership.

## **2 Conflict**

- (1) In the case of any conflict or inconsistency between these Standard Terms and Conditions and any specific terms of the Contract:
  - a. the specific term of the Contract dealing with conflicts shall determine which provision shall prevail; or
  - b. (if applicable) where there is no such specific conflicts provision in the Contract then, the specific terms of the Contract shall prevail (save that these Standard Terms and Conditions shall prevail over and above any terms, conditions or provisions set out in any Contractor’s proposals or terms and conditions provided by the Contractor).

## **3 Entire Agreement**

- (1) The Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, assurances, warranties, representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither Party excludes liability for fraudulent misrepresentations upon which the other Party has relied.
- (2) Subject to any liability for fraudulent misrepresentation, each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

#### **4 Acts by the Authority**

- (1) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

#### **5 Contractor Status**

- (1) Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor. Nor shall anything in this Contract entitle the Contractor to make or enter in to any agreements or commitments for or on behalf of the other Party.

#### **6 Assignment and Subcontracting**

- (1) The Contractor shall not give, bargain, assign, transfer, mortgage, charge, delegate, declare a trust over, sell, assign, subcontract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a subcontractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the subcontractor.
- (4) Notwithstanding any subcontracting by the Contractor in accordance with this Condition 6, the Contractor shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by its subcontractors as if they were its own.
- (5) The Authority shall be entitled to assign any or all of its rights under the Contract to any “contracting authority” as defined in Regulation 2(1) of the Public Contracts Regulations 2015.
- (6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:
  - a. subject to Condition (9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
  - b. within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;

- c. monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- d. provide reports on the information in Condition (6)c to the Authority in the format and frequency as reasonably specified by the Authority; and
- e. promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.

(7) Each advert referred to in Condition (6)a above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

(8) The obligation in Condition (6)a shall only apply in respect of subcontract opportunities arising after the date of the commencement of the Contract.

(9) Notwithstanding Condition (6), the Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

## **7 Amendments and Variations**

(1) No amendment or variation to the terms of the Contract shall be valid unless agreed in writing between the Authority and the Contractor.

## **8 Information Confidential to the Contractor**

(1) Unless agreed expressly by both Parties:

- a. in writing; and
- b. in a confidentiality agreement identifying the relevant information, information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.

(2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:

- a. on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;
- b. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- c. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- d. to report a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- e. to comply with an order from a court or tribunal to disclose or give evidence;
- f. to make a disclosure required by law or required by HMRC, a regulator, ombudsman or other supervisory authority;

- g. on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in Condition (2)a (including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;
- h. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- i. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract.

(3) For the purpose of clause (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.

## **9 Transparency**

- (1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 0 and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.
- (2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("**FOIA**").
- (3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.
- (4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.
- (5) In Condition 9, the expression "tender documents" means the advertisement issued by the Authority seeking expressions of interest, the pre-qualification questionnaire and the invitation to tender and the contract includes the Contractor's proposal.

## **10 Confidentiality**

- (1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and subcontractors, the Contractor shall ensure that such staff, agents and subcontractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

- (2) Condition (1) shall not apply to information which:
  - a. is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
  - b. is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
  - c. is required by law to be disclosed;
  - d. was independently developed by the Contractor without access to the Confidential Information.
- (3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- (4) The Contractor shall comply with any security requirements and instructions issued by the Authority in relation to any document classified as "Official – Sensitive", "Confidential", "Secret" or "Top Secret".
- (5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.
- (6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

## 11 Freedom of Information

- (1) The Contractor acknowledges that the Authority is subject to the requirements of FOIA and the Environmental Information Regulations SI 2004 No. 3391 ("**EIR**") and shall provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the EIRs.
- (2) In this Condition:
 

**"Information"** has the meaning ascribed to it in section 84 of the FOIA (and also includes "environmental information" as defined in the EIR;

**"Request for Information"** has the meaning ascribed to it in section 8 of the FOIA, or means any request for environmental information to which the EIR applies or any apparent request for information or environmental information under the FOIA or EIR.
- (3) The Contractor shall (and shall procure that its subcontractors shall):
  - a. transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days;
  - b. provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days (or



- such other period as the Authority may specify) of the Authority requesting that Information; and
- c. provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- (4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:
    - a. is exempt from disclosure in accordance with the provisions of the FOA or the EIR;
    - b. is to be disclosed in response to a Request for Information.
  - (5) In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.
  - (6) The Contractor acknowledges that the Authority may, acting in accordance with the Freedom of Information Code of Practice (issued under section 45 of the FOIA in July 2018), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.
  - (7) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure in accordance with law and shall permit the Authority to inspect such records as requested from time to time.
  - (8) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions (4) and (6).

## **12 Data Protection**

- (1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 of Schedule 8 of this Contract by the Authority and may not be determined by the Contractor.
- (2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- (3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- (4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Annex 1 of Schedule 8, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures, as appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
    - i. nature of the data to be protected;
    - ii. harm that might result from a Data Loss Event;
    - iii. state of technological development; and
    - iv. cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under the Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.
  - c. ensure that:
    - i. the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1 of Schedule 8;
    - ii. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
      - 1. are aware of and comply with the Contractor's duties under this Condition;
      - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
      - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

4. have undergone adequate training in the use, care, protection and handling of Personal Data;
  - d. not transfer Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:
    - i. the Authority or the Contractor has provided appropriate safeguards in relation to the transfer in accordance with guidance issued by the UK Government or body appointed by the Government and approved by the Authority;
    - ii. the Data Subject has enforceable rights and effective legal remedies;
    - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
    - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- (5) Subject to clause (6) below, the Contractor shall notify the Authority immediately if it:
- a. receives a Data Subject Request (or purported Data Subject Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- (6) The Contractor's obligation to notify under clause (5) of this Condition shall include the provision of further information to the Authority in phases, as details become available.
- (7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a. the Authority with full details and copies of the complaint, communication or request;

- b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Authority following any Data Loss Event; and
  - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Condition. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
  - a. the Authority determines that the processing is not occasional;
  - b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
  - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- (10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:
  - a. notify the Authority in writing of the intended Sub-Processor and processing;
  - b. obtain the written consent of the Authority;
  - c. enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Condition 12 such that they apply to the Sub-Processor; and
  - d. provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- (12) The Contractor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- (13) The Authority may, at any time on not less than 30 Working Days' notice, revise this Condition 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

- (14) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- (15) If the Contractor fails to comply with any provision of this Condition 12, the Authority may terminate the Contract immediately in which event the provisions of Condition 33 shall apply.
- (16) The Contractor shall indemnify and keep indemnified the Authority against all claims and proceedings, and all costs and expenses incurred by it in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its subcontractors and/or its Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- (17) Upon expiry or earlier termination of this Contract for whatever reason, the Contractor shall, unless otherwise specified in Annex 1 of Schedule 8 or required by Law, immediately cease any processing of the Personal Data on the Authority's behalf and at the written direction of the Authority:
  - a. provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
  - b. delete the Personal Data (and any copies of it) including from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.
- (18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the relevant Data Subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

### **13 Bribery and Corruption**

- (1) The Contractor shall not, and shall ensure that its Contractor Personnel do not:
  - a. offer or promise, to any person employed or engaged by or on behalf of the Authority, any financial or other advantage as an inducement or reward for the improper performance of a function or activity, or for

showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;

- b. agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or
  - c. enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by the Contractor or on the Contractor's behalf, or to the Contractor's knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.
- (2) Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to the Contractor's own staff in accordance with their agreed contracts of employment.
- (3) Any breach of this Condition by the Contractor, or by any person employed or engaged by the Contractor or acting on the Contractor's behalf (whether with or without the Contractor's knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from such termination, and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.
- (4) In any dispute, difference or question arising in respect of:
- a. the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under clause (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
  - b. the right of the Authority to determine the Contract; or
  - c. the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

## **14 Official Secrets**

- (1) The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions

apply to them and will continue so to apply after the expiry or early termination of the Contract.

## **15 Contractor's Personnel**

- (1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed or engaged by the Contractor or its subcontractors, whose admission would be undesirable in the opinion (and at the discretion) of the Authority.
- (2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission (in connection with the performance of the Services) to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.
- (3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that they understand that the Official Secrets Acts 1911 to 1989 applies to them both during the carrying out and after expiry or termination of the Contract and that they will comply with the provisions of the Official Secrets Acts 1911 to 1989 in so far as they apply to the work/Services they are performing under the Contract.
- (4) If and when requested by the Authority the Contractor agrees that it will submit any person employed or engaged by the Contractor or its subcontractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance required by the Authority, will not carry out any work/Services on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.
- (5) If the Contractor fails to comply with clauses (1), (2) or (3) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.
- (6) No action of the Authority under this Condition shall entitle the Contractor to any additional costs or charges (this includes any requirement of the Authority to replace any personnel). Further no action of the Authority under this Condition shall entitle the Contractor to any relief in respect of its obligations under this Contract.
- (7) The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed

in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or early termination of the Contract.

## **16 Government Property**

- (1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority. Save where this Contract states to the contrary, the Contractor shall not be entitled to the provision of any Government Property to carry out the Services. Further, the Authority shall not be obliged to replace any item of the Government Property provided.
- (2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Authority is notified to the contrary within 14 days or such other time as is specified in the Contract. The Contractor shall be responsible for the maintenance of any of the Government Property provided to it at its own expense. To the greatest extent permissible by law, the Authority does not guarantee, warrant or give any assurances as to the age, state of repair or suitability for use in the Services of any item of the Government Property provided and the Contractor hereby acknowledges that it has carried out its own due diligence including inspections of such Government Property and has satisfied itself as to the condition and suitability of each item for use in the provision of the Services and accordingly the Contractor shall not be relieved from any liability in relation to any failure to provide the Services or any part of them where such failure is caused by a failure in or of the unsuitability of any of the Government Property provided.
- (3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.
- (4) The Contractor shall, except as otherwise provided for in the Contract repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by the Contractor's servants, agents or subcontractors, whether or not arising from the Contractor's or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by the Contractor's negligence or default or the neglect or default of the Contractor's servants, agents, or subcontractors.
- (5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance



by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in clause (5) below) or as otherwise expressly authorised in writing by the Authority.

- (6) The Contractor shall perform secure back-ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.
- (7) The Contractor shall, and shall procure that its subcontractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its subcontractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- (8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- (9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or subcontractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

## **17 Invoices and Payment**

- (1) The Contractor shall submit invoices at times or intervals required by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and

period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed in accordance with this Contract.

- (2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out in clause (1) above. Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.
- (3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 7.
- (4) Except as a result of default or negligence on the part of the Authority, if the Contractor either fails to provide, or, in the reasonable opinion of the Authority, has inadequately provided, any Services or Deliverables due under the Contract, the Authority may:
  - a. reduce payment in respect of those Services or Deliverables; and/or
  - b. recoup payment(s) already made in respect of those Services or Deliverables

without prejudice to any other rights or remedies of the Authority. Such reduction or recoup of payments shall be a reduction or recoupment in direct proportion to either: (A) the amount of the Services that have actually been provided in accordance with the Contract, or (B) (if lower) the value in the Services that have been fully provided in accordance with the Contract.

- (5) If the Contractor believes that payment for a correctly submitted invoice is overdue, the Contractor should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to the Contractor's satisfaction, they should write to the Commercial Director at the Authority setting out their case. The Commercial Director shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.
- (6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).
- (7) Where the Contractor submits an invoice (including an electronic invoice) to the Authority in accordance with this Condition 17 the Authority will consider

and verify that invoice in a timely fashion and shall make payment in accordance with this Condition 17.

- (8) Where the Contractor enters into a Subcontract, the Contractor shall include in that Subcontract:
  - a. provisions having the same effect as Condition (6) of this Contract; and
  - b. a provision requiring the counterparty to that Subcontract to include in any Subcontract which it awards provisions having the same effect as Condition (6).

In this clause (7), "**Subcontract**" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

## **18 Accounts**

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.
- (2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.
- (3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

## **19 Recovery of Sums Due**

- (1) The Authority may set off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor under this Contract or under any other agreement between the Contractor and the Authority.
- (2) If the Authority wishes to set off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor pursuant to Condition 17 it shall give notice to the Contractor within 15 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant amounts.
- (3) The Contractor shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

## 20 Value Added Tax

- (1) If this Contract gives rise to a taxable supply for Value Added Tax purposes by the Contractor to the Authority under law from time to time in force, on the production of a valid Value Added Tax invoice, the Authority will pay to the Contractor a sum equal to that Value Added Tax in respect of relevant amounts of the Charges that become payable in accordance with this Contract.
- (2) The Contractor shall provide to the Authority any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Contract. Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if they are a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- (3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.
- (4) Notwithstanding any other clause of this Condition 20 a VAT invoice will not be valid for the purposes of charging VAT if more than twelve (12) months have elapsed since the time of supply.

## 21 Provision of Services

- (1) The Contractor shall provide the Services (and the Deliverables):
  - a. in accordance with the requirements of this Contract (including the Specification);
  - b. in a manner which does not damage the Authority's reputation;
  - c. in accordance with Law;
  - d. in accordance with any applicable Consents;
  - e. exercising the reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person performing the relevant obligations;
  - f. in accordance with all appropriate and applicable standard specifications and standard codes of practice issued by the British Standards Institution or European Economic Community;
 (in each case) to the reasonable satisfaction of the Authority (whose decision shall be final and conclusive as to the quality of Services provided). The Authority shall have the power to inspect and examine the performance of the Services at any location at which they are performed.  
 In the event of any conflict between the requirements set out in this Condition (1), the Contractor shall notify the Authority and the Authority shall instruct the Contractor as to which requirement should apply. The Contractor shall comply with any such instruction from the Authority (and such instruction shall not

give rise to any variation to this Contract or right to any additional remuneration or relief whatsoever for the Contractor).

- (2) If the Authority reasonably considers that the Contractor has, except as a result of default or negligence on the part of the Authority:
  - a. provided inadequate Services or Deliverables; or
  - b. provided Services or Deliverables that are differing from those required under Contract in any material respect,

the Authority may request that the Contractor perform (or re-perform) the work correctly at the Contractor's expense, without prejudice to any other rights or remedies of the Authority.

- (3) If the Authority exercises its right under Condition 0 above, the work shall be performed to the Authority's reasonable satisfaction and within such reasonable time as may be specified by the Authority.
- (4) Without prejudice to any other rights or remedies of the Authority, if there is a Default, the Authority may request that the Contractor provide a Rectification Plan.
- (5) Where the Authority receives a proposed Rectification Plan, in line with Condition (3) above, it can either:
  - a. reject the proposed Rectification Plan; or
  - b. accept the Rectification Plan (without limitation) and the Contractor must immediately begin work on the proposed corrective measures and actions under the Rectification Plan at its own cost.
- (6) Where the Rectification Plan is rejected, the Authority:
  - a. must provide reasonable grounds for its decision; and
  - b. may request that the Contractor provides a revised Rectification Plan.
- (7) Where the Authority requests that the Contractor provides a revised Rectification Plan the Contractor must provide such a revised plan within five (5) Working Days of the date of such request except where otherwise agreed. The revised Rectification Plan must address the grounds given by the Authority for its initial rejection of the proposed Rectification Plan.
- (8) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its subcontractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor or Contractor Personnel.

- (9) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- (10) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.
- (11) Without prejudice to the provision of Condition (1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

## **22 Conflicts of Interest**

- (1) For the purposes of this Condition 22, a reference to a "conflict of interest" includes any scenario where the Contractor or any person engaged by it or on its behalf (including any subcontractors) is in a position where there is or may be an actual, potential or perceived conflict between the pecuniary and/or personal interests of that person and the duties owed to the Authority under the provisions of this Contract.
- (2) The Contractor shall ensure that there is no conflict of interest likely to prejudice the Contractor's independence and objectivity in performing the Contract and undertakes that upon becoming aware of any conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) the Contractor shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.
- (3) Where the Authority is of the opinion that a conflict of interest notified to it under Condition (1) is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:
  - a. if the Contractor fails to comply with the Authority's requirements in this respect; or
  - b. if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

- (4) Notwithstanding Condition (2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents

pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

## **23 Reporting, Monitoring and Management Information**

- (1) Where requested by the Authority, the Contractor shall supply to the Authority such information - including in the form of progress reports or management information ("MI") reports - relating to the Services and to the Contractor's management and performance of the Contract as they may require.
- (2) Where reports are required by the Contract, the Contractor shall render such reports in such a form and timeframe as specified by the Authority, or as otherwise agreed between the Contractor and the Authority.
- (3) The MI reports referenced in Condition (1) above shall include, without limitation, the information required by the MI Reporting Template and any guidance issued by the Authority from time to time.
- (4) The Contractor will maintain Open Book Data in relation to the Services to be performed under the terms of this Contract. The Authority may request any information comprising the Open Book Data and the Contractor will provide the information requested within five Working Days.
- (5) The Contractor's performance of the Services shall be monitored by the Contract Manager. Without prejudice to any other rights and remedies under the Contract, the Contract Manager shall be entitled to review the Contractor's performance and make reasonable recommendations to the Contractor for improving the standard of the Contractor's performance in undertaking the Services. The Contractor must use reasonable endeavours to implement such recommendations. The Contractor's Representative shall attend any meetings arranged by the Contract Manager for the purpose of discussing the Services being provided, and reviewing the Contractor's performance.
- (6) If the Contractor (or any Contractor Personnel) is unable, or considers that it is likely to be unable to provide any of the Deliverables, the Contractor must immediately:
  - a. tell the Contract Manager and provide reasons;
  - b. propose corrective action(s); and
  - c. propose a deadline for completing the corrective action(s).

## **24 Intellectual Property Rights**

- (1) Each Party keeps ownership of its own Existing IPRs. The Contractor hereby grants the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Contractor's Existing IPR to enable it to both:
  - receive and use the Deliverables
  - make use of (including to modify) the Deliverables

- (2) The Parties hereby agree that (and the Contractor hereby assigns to the Authority) any New IPR created under the Contract is wholly owned (with full-title guarantee) by the Authority (this clause shall act as a grant and assignment of such New IPR as applicable including acting as an assignment of future New IPR). The Authority gives the Contractor a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations under the Contract.
- (3) The Parties will (as required by the Authority) execute (and procure that any Contractor Personnel or relevant third parties including consultants and subcontractors execute) any documentation at their own cost and in a timely manner to the extent required to give effect to the intent of clause (2).
- (4) Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- (5) Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 24 or otherwise agreed in writing.
- (6) The Contractor indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of any IPR Claim.
- (7) If an IPR Claim is made or anticipated the Contractor must at its own expense and the Authority's sole option, either:
  - obtain for the Authority the rights in Clause 24.1 and 24.2 without infringing any third party IPR
  - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables
- (8) The Contractor shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses, including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or Contractor Personnel.

## **25 Rights of Third Parties**

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.



## 26 Indemnities and Liabilities

- (1) Subject to Condition 35 the Contractor shall hold harmless and indemnify the Authority on demand from and against all:
  - a. claims;
  - b. demands;
  - c. proceedings;
  - d. actions;
  - e. damages;
  - f. costs (including legal costs);
  - g. expenses; and
  - h. any other liabilities,
 arising from claims made by the Authority's staff or agents, or by third parties, in respect of:
  - i. any death or personal injury; or
  - j. loss or destruction of or damage to property;
  - k. any other direct loss, destruction or damage, including but not limited to direct financial losses which are caused,
 by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or subcontractors.
- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).
- (3) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.
- (4) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, provided that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.
- (5) Subject to clause (4), each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the estimated annual Charges due under this Contract.
- (6) Nothing in this Contract shall limit or exclude any of the following (nor shall any liabilities in respect of the following in any way cause or contribute to the erosion of any liability cap):

- a. liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - b. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees or subcontractors;
  - c. any liability that cannot be excluded or limited by Law;
  - d. any claim pursuant to Condition 24 (4).
- (7) Where a matter is covered by any of the insured liabilities in clause 27, then the limit of the Contractor's liability shall be the greater of the amount described in clause 26(5) or the limit of the insurance policy required under this Contract.

## **27 Insurance**

- (1) The Contractor shall obtain and maintain for a period of 12 years after the expiration of termination of this Contract (and on business as usual terms) with a reputable insurance company the following policy/policies:
- a. Public liability insurance with a limit of indemnity of not less than £10,000,000 (Ten Million Pounds) in relation to any one claim, the number of claims being unlimited;
  - b. Professional indemnity insurance with a limit of indemnity of not less than £1,000,000 (One Million Pounds) in relation to any one claim, the number of claims being unlimited;
- (2) The Required Insurances, detailed above, to be effected by the Contractor shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract including death or personal injury, loss of or damage to property or any other loss. The required insurance shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- (3) The Contractor shall give the Authority, on request, copies of all the insurance policies required under this Condition or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- (4) If, for any reason, the Contractor fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- (5) The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract or otherwise.

## **28 Dispute Resolution**

- (1) The Parties shall attempt in to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

- (2) If the Parties cannot resolve the dispute pursuant to clause (1) of this Condition, the dispute may, by agreement between the Parties, be referred to mediation pursuant to clause (3) of this Condition.
- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to clause (1) of this Condition.
- (4) If the Parties agree to refer the dispute to mediation:
  - a. in order to determine the person who shall mediate the dispute (the “**Mediator**”) the Parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
  - b. the Parties shall within 14 days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Government Procurement Service to provide guidance on a suitable procedure;
  - c. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
  - d. if the Parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the Parties, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both the Authority and the Contractor;
  - e. failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the Parties, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- (5) If the Parties:
  - a. do not agree to refer the dispute to mediation;
  - b. fail to reach agreement as to who shall mediate the dispute pursuant to Condition (4); or
  - c. fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed (or such longer period as may be agreed by the Parties),
 then any dispute or difference between them may be referred to the courts.

## 29 Termination for Insolvency or Change of Control

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
- a. the Contractor party fails to pay any amount due to the Authority (whether under this Contract or otherwise) on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
  - b. the Contractor party 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - c. the Contractor 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 any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that Contractor;
  - d. applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - e. 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 Contractor;
  - f. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor;
  - g. the holder of a qualifying floating charge over the assets of the Contractor has become entitled to appoint or has appointed an administrative receiver;
  - h. a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor;
  - i. a creditor or encumbrancer of the Contractor 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 the Contractor's assets and such attachment or process is not discharged within 14 days;
  - j. the Contractor suspends, ceases or threatens to suspend or cease trading or carrying on a substantial part of its business;
  - k. the Contractor's financial position deteriorates materially in the reasonable view of the Authority;
  - l. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or

m. the Contractor undergoes a change of control, where “control” is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.

- (2) After receipt of the notice under clause (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that clause, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority’s right to terminate the Contract under Condition (1) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition (1), or such other period as is agreed by the Parties.

### **30 Termination for Breach of Contract**

- (1) If the Contractor commits a Material Breach that is not capable of remedy the Authority shall be entitled to terminate the Contract with immediate effect by notice in writing to the Contractor.
- (2) The Authority’s right to terminate the Contract under Condition (1) above is without prejudice to any other right or remedies in respect of the breach concerned or any other breach of the Contract.

### **31 Cancellation**

- (1) The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, if:
  - a. the Authority gives the Contractor not less than 90 days’ notice in writing to that effect;
  - b. any of the mandatory or discretionary exclusion events listed under Regulations 57(1) or 57(2) of the Public Contracts Regulations 2015 (the “PCR”) occur; or
  - c. a declaration on ineffectiveness is made pursuant to the PCR in respect of this Contract or any variation thereof.
- (2) If the Authority has given notice under Condition (1) above, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

### **32 Suspension of the Services**

- (1) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them (for a reason other than the default of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension. In such circumstances, subject to the Contractor taking reasonable steps to mitigate its loss, the

Contractor will be able to recover from the Authority under this Condition 32 those losses which:

- a. were reasonably foreseeable as arising as a direct result of the suspension; and
  - b. relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).
- (2) The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from any of the circumstances listed in Condition 39.

### **33 Consequences of Termination/Expiry**

- (1) If the Authority terminates the Contract in accordance with Condition 12, 13, 15, 22, 29, 30, 31, 42, 43 or this Contract is otherwise terminated for any other reason (or indeed expires):
- a. the Contractor shall forthwith cease to provide the Services (but may be required to comply with the Exit Plan – see below);
  - b. the Contractor shall submit to the Authority within five (5) Working Days of termination or expiry (at the Contractor's own cost) a comprehensive status report which shall be current as at the date of submission relating to the Services (this report shall summarise all the Services delivered up to the date of termination/expiry);
  - c. the Contractor shall cease to use the Government Property in good condition (with any keys or access cards) (and any data related to the Services or Confidential Information) and (if so requested) shall hand over to the Authority a complete and uncorrupted version of all relevant data related to the Services and all records, information, documents howsoever held and including any media used to store such data including, without limitation, correspondence with staff engaged for or on behalf of the Authority, the Authority's service departments, any users of the Services and any other relevant third party and anything else relating to the performance of the Services in its possession custody or control either in its then current format or in a format nominated by the Authority whether such Government Property (or other data related to the Services or Confidential Information) is on hard copy or on a disk or on any computer systems;
  - d. the Contractor shall return all Personal Data or (if instructed by the Authority) destroy or dispose of it in a secure manner, in accordance with the specific instructions issued by the Authority (for the avoidance of doubt, Personal Data shall include but not be limited to that data which is Personal Data and for which the Authority retains its Controller responsibilities);
  - e. the Contractor shall vacate any Authority's Premises;

- f. in the event that termination takes place in accordance with Condition 12, 13, 15, 22, 29, 30, 42, 43 or otherwise based on Contractor default:
    - i. the Authority shall immediately cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage to the Authority resulting from or arising out of the termination shall have been calculated; and
    - ii. such termination shall be at no loss or cost to the Authority and the Contractor hereby indemnifies the Authority against any losses, costs and expenses (including legal costs) which the Authority may suffer as a result of any such termination, including:
      - 1. any demonstrable and reasonably incurred wasted expenditure;
      - 2. any demonstrable and reasonably incurred additional costs (including the costs associated with time spent by Authority staff) of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
      - 3. reasonable costs incurred associated with time spent by Authority officers in terminating the Contract;
      - 4. any demonstrable and reasonably incurred losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractors, staff, regulator or customer of the Authority) caused by the act or omission of the Contractor; and
      - 5. any demonstrable loss of anticipated savings (including the cost of providing the Services for the remainder of the period of the Contract to the extent that such cost exceeds the payment that otherwise would have been payable to the Contractor).
- (2) The rights of the Authority under this Condition are in addition to, and without prejudice to, any other rights that the Authority may have at law or under the Contract.
  - (3) The amounts to be recovered by the Authority in accordance with Condition (1)e may be recovered by the Authority as a debt and may be deducted from any sum or sums which would but for this Condition 33 have been due to the Contractor.
  - (4) If the Contractor fails to comply with Conditions (1)b-(1)d , the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery)

any premises of the Contractor or its permitted suppliers or subcontractors where any such items may be held.

- (5) Without prejudice to the Authority's other remedies, failure to comply with this Condition may result in the Authority withholding any payment due until reasonable compliance by the Contractor.

## 34 Exit Management

- (1) The Contractor shall:
- a. within 30 days from the commencement of this Contract provide to the Authority a copy of its depreciation policy (if so required) for the purpose of calculating net book value of relevant assets related to this Contract (which shall at all times be in accordance with good industry practice);
  - b. create and maintain a detailed register of all assets used to provide the Services (including description, condition, location and details of ownership and status as either exclusive assets (used only for the Authority) or non-exclusive assets and their net book value) and subcontracts and other relevant agreements required in connection with the Deliverables; and
  - c. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Deliverables.

(Limbs (b) and (c) together being the “**Registers**”).

- (2) The Contractor shall:
- a. ensure that all assets to be used exclusively for the Authority listed in the Registers are clearly physically labelled and identified as such;
  - b. procure that all licences for software provided by third parties and used in the Services and all sub-contracts shall be assignable and/or capable of novation (at no cost or restriction to the Authority) at the request of the Authority to the Authority and/or any replacement contractor upon the Contractor ceasing to provide the Services and if the Contractor is unable to do so then the Contractor shall promptly notify the Authority and the Authority may require the Contractor to procure an alternative sub-contractor or provider of Deliverables; or
  - c. where required, appoint an exit manager, who will liaise with the relevant representative of the Authority regarding the expiration or termination of this Contract.
- (3) The Contractor shall, on reasonable notice, provide to the Authority and/or its potential replacement contractors (subject to the potential replacement contractors entering into reasonable written confidentiality undertakings), such information (including any access) as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any invitation to tender



and/or to facilitate any potential replacement contractors undertaking due diligence (the "**Exit Information**").

- (4) Notwithstanding any other provision or restriction in this Contract, the Contractor acknowledges that the Authority may disclose the Contractor's Confidential Information (excluding the Contractor's or its subcontractors' prices or costs) to an actual or prospective replacement contractor to the extent that such disclosure is necessary in connection with such engagement.
- (5) The Contractor shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and/or Deliverables (and shall consult the Authority in relation to any such changes).
- (6) The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Contractor.
- (7) The Contractor shall, within three (3) months after the date on which this Contract commences, deliver to the Authority an exit plan ("**Exit Plan**") which complies with the requirements set out below and is satisfactory to the Authority.
- (8) The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission (see above), then such Dispute shall be resolved in accordance with Condition 28.
- (9) The Exit Plan shall set out, as a minimum:
  - a. a detailed description of both the transfer and cessation processes, including a timetable;
  - b. how the Deliverables will transfer to the replacement contractor and/or the Authority;
  - c. details of any contracts which will be available for transfer to the Authority and/or the replacement contractor upon the date of expiration or termination of this Contract together with any reasonable costs required to effect such transfer;
  - d. proposals for the training of key members of the replacement contractor's staff in connection with the continuation of the provision of the Deliverables following the date of expiration or termination of this Contract;
  - e. proposals for providing the Authority or a replacement contractor copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

- f. proposals for the assignment or novation of all services utilised by the Contractor in connection with the supply of the Deliverables;
- g. proposals for the identification and return of all Government Property in the possession of and/or control of the Contractor or any third party;
- h. proposals for the disposal of any redundant Deliverables and materials;
- i. how the Contractor will ensure that there is no disruption to or degradation of the
- j. Deliverables during the six (6) month period after the termination/expiration of the Contract ("**Termination Assistance Period**"); and
- k. any other information or assistance reasonably required by the Authority or a replacement contractor

(10) The Contractor shall:

- a. maintain and update the Exit Plan (and risk management plan) no less frequently than:
  - i. every six (6) months throughout the Contract Period; and
  - ii. no later than twenty (20) Working Days after a request from the Authority for an up-to-date copy of the Exit Plan;
  - iii. as soon as reasonably possible following the Termination Assistance Notice, and in any event no later than ten (10) Working Days] after the date of the Termination Assistance Notice;
  - iv. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
  - v. jointly review and verify the Exit Plan if required by the Authority and promptly correct any identified failures.

(11) The Authority shall be entitled to require the provision of all assistance as reasonably required on expiry of termination of this Contract ("**Termination Assistance**") at any time during the Contract Period by giving written notice to the Contractor (a "**Termination Assistance Notice**") at least one (1) months prior to the expiration or termination date. The Termination Assistance Notice shall specify:

- a. the nature of the Termination Assistance required; and
- b. the start date and the Termination Assistance Period during which it is anticipated that Termination Assistance will be required.

(12) In the event that Termination Assistance is required by the Authority but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to this Condition, the Contractor will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Authority approved version of the Exit Plan (insofar as it still applies).

(13) Throughout the Termination Assistance Period the Contractor shall:

- a. if required by the Authority, provide the Termination Assistance;
- b. provide to the Authority and/or its replacement contractor any reasonable assistance and/or access requested by the Authority and/or its replacement Contractor including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Authority and/or its Replacement Contractor;
- c. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Authority;
- d. at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority;
- e. seek the Authority's prior written consent to access any Authority Premises from which the de-installation or removal of Contractor Assets is required.

### **35 Consequential Losses**

- (1) Save where expressly stated to the contrary in this Contract, neither Party shall be liable to the other Party for any:
  - a. indirect loss;
  - b. special loss;
  - c. consequential loss;
  - d. loss of profits;
  - e. loss of turnover;
  - f. loss of business opportunities; or
  - g. damage to goodwill.
- (2) Notwithstanding Condition (1), the Contractor agrees that the Authority may, amongst other things, recover from the Contractor, the following losses incurred by the Authority to the extent that they arise as a result of the Contractor's default:
  - a. any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Contractor's default;
  - b. any wasted expenditure or charges;
  - c. the additional cost of procuring alternative arrangements for the provision of the Services, which shall include any incremental costs associated with procuring such alternative arrangements above those which would have been payable under the Contract;
  - d. any compensation or interest payable to a third party by the Authority;
  - e. any fine or penalty incurred by the Authority pursuant to law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
  - f. where applicable, the compensation described in Condition (1)e.

### **36 Survival of Terms**

- (1) Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract

shall remain in full force and effect (including for the avoidance of doubt Conditions 10, 11, 12, 14, (6)c, 34 and 37).

### **37 Transfer of Services**

- (1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):
  - a. provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and
  - b. use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority including where requested, handing over directly to a replacement contractor.
- (2) Without prejudice to the generality of clause (1) of this Condition, the Contractor shall, at times and at intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.
- (3) Without prejudice to the generality of clause (1) of this Condition, the Contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

### **38 Service of Notices and Communications**

- (1) A notice or communication given to a Party under or in connection with the Contract shall be in writing and sent to the Party at the address or email address given in this Contract or as otherwise notified in writing to the other Party.
- (2) This Condition (1) sets out the delivery methods for sending a notice to a Party under the Contract and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provision in Condition (2)d below):
  - a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
  - b. if sent by pre-paid first class post or other next working day delivery service, providing proof of delivery, at the time recorded by the delivery service;

- c. if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Working Day after posting; or
  - d. if sent by email, at the time of transmission.
- (3) If deemed receipt under Condition (1) above would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause (2)d, business hours means 9.00am to 5.00pm on a Working Day.
- (4) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 39 **Force Majeure**

- (1) Provided it has complied with Condition (2), if a Party ("**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Affected Party shall not be in breach of this Contract for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- (2) The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- (3) The Affected Party shall:
- a. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
  - b. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- (4) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

### 40 **Waiver**

- (1) No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- (2) No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- (3) No waiver shall be effective unless it is communicated to the other party in writing.

#### **41 Severability**

- (1) If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity in a manner that achieves the intended commercial result of the original position.

#### **42 Payment of Taxes: Income tax and NICs**

- (1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:
  - a. the Contractor has complied with clauses (1) and (1) above; or
  - b. the Contractor or its staff are not liable to the relevant taxes.
- (4) A request under clause (2) above may specify the information which the Contractor must provide and a reasonable deadline for response.
- (5) The Authority may supply any information which it receives under clause (2) 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.
- (6) The Contractor shall ensure that any subcontractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in clauses (1) to (4) above and this clause (5), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the subcontractor or agent to provide information to them equivalent to clause (2), and the Contractor shall obtain that information where requested by the Authority.

- (7) The Authority may terminate the Contract with immediate effect by notice in writing where:
  - a. the Contractor does not comply with any requirement of this Condition 42; or
  - b. the Contractor's subcontractors or agents do not comply with the conditions imposed on them under clause (5) above.
- (8) In particular (but without limitation), the Authority may terminate the Contract under clause (6) above:
  - a. in the case of a request under clause (2):
    - i. the Contractor fails to provide information in response to the request within the deadline specified; or
    - ii. the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its subcontractors and agents have complied with the conditions set out or referred to in clauses (1) to (5); or
    - iii. the Authority receives information which demonstrates, to its reasonable satisfaction that the Contractor, its subcontractors or agents, are not complying with those conditions.

#### **43 Payment of Taxes: Occasions of Tax Non-Compliance**

- (1) This Condition 43 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).
- (2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.
- (3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
  - a. notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
  - b. promptly provide to the Authority:
    - i. details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - ii. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (4) In the event that:
  - a. the warranty given by the Contractor pursuant to clause (1) of this Condition is materially untrue;
  - b. the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by clause (2) of this Condition; or

c. the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable, the Authority may terminate the Contract with immediate effect by notice in writing.

(5) In this Condition 43, "Occasion of Tax Non-Compliance" means:

- a. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
  - i. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

and/or

- b. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the commencement of the Contract or to a penalty for civil fraud or evasion.

(6) For the purpose of clause 0 above:

- a. "**DOTAS**" means the Disclosure of Tax Avoidance Schemes rules (including VAT disclosure regime (VADR), Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes (DASVOIT) and Direct taxes (including Apprenticeship Levy) and National Insurance contributions (DOTAS)) which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
- b. "**General Anti-Abuse Rule**" means:
  - i. the legislation in Part 5 of the Finance Act 2013 (inclusive of Schedules 43, 43A, 43B and 43C of the same legislation and section 10 and 11 of the National Insurance Act 2014) (in each



- case as understood in accordance with HMRC's General Anti-Abuse Rule Guidance as approved from time to time); and
- ii. any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

- c. "**Halifax Abuse Principle**" means the principle explained in the CJEU Case C-255/02 Halifax and others and any equivalent case law; and
- d. "**Relevant Tax Authority**" means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

#### **44 Equality and Non-Discrimination**

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its Contractor Personnel do not do so.
- (2) The Contractor shall comply with the Authority's equality scheme as published on the Authority's website and shall take all reasonable steps to ensure that its Contractor Personnel do so.
- (3) The Contractor will comply with any request by the Authority to assist the Authority in meeting its obligations under the Equality Act 2010 and to allow the Authority to assess the Contractor's compliance with its obligations under the Equality Act 2010.
- (4) Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Contractor, its agents or subcontractors, or Contractor Personnel, and where there is a finding against the Contractor in such investigation or proceedings the Contractor will indemnify the Authority with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Authority may have been ordered or required to pay to a third party.
- (5) The Contractor shall (and shall procure that all Contractor Personnel shall):
  - a. perform its obligations under this Contract (including those in relation to the Services) in accordance with:
    - i. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
    - ii. the Authority's equality and diversity policy as provided to the Contractor from time to time; and
    - iii. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations

imposed on the Authority at any time under applicable equality Law; and

- b. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
  - c. at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. The Contractor shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.
- (6) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor Personnel) to comply with clauses (1) to (4) of this Condition.

#### **45 Welsh Language Act**

- (1) The Contractor shall for the term of the Contract comply with the principles of the Authority's Welsh Language Scheme.

#### **46 Sustainable Procurement**

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Condition by the Contractor.
- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.
- (4) The supplier shall meet the Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

#### **47 Cyber Essentials**

- (1) Cyber essentials certification ("**Compliance Certification**") shall be required where:
  - a. Personal Data is handled;
  - b. data marked 'OFFICIAL' is being stored by the Contractor, or by any Contractor Personnel; or

- c. the Contract involves the provision of certain ICT products or services as specified by the Authority from time to time.
- (2) The Authority shall determine whether the Contract requires a cyber essentials or cyber essentials plus Compliance Certification, or if no Compliance Certification is necessary.
- (3) Upon request, the Contractor shall provide the Authority with a copy of each such Compliance Certification before the Contractor or the relevant Contractor Personnel (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Authority Data. Any exceptions to the flow down of the certification requirements to third-party suppliers and Contractor Personnel must be agreed with the Authority.

## 48 Safeguarding

- (1) For the purposes of this Condition 48, “**Reasonable Measures**” shall mean: “all reasonable endeavours expected to be taken by a professional and prudent contractor in the Contractor’s industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including sexual abuse, sexual exploitation and sexual harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together “**Serious Misconduct**”) as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):
  - a. clear and detailed policies and guidance for Contractor Personnel, Contractor Providers and where appropriate, beneficiaries;
  - b. developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
  - c. provision of regular training to Contractor Personnel, Contractor Providers and where appropriate, beneficiaries;
  - d. clear reporting lines and whistleblowing policies in place for Contractor Personnel, Contractor Providers and beneficiaries;
  - e. maintaining detailed records of any allegations of Serious Misconduct and regular reporting to the Authority and the Appropriate Authorities (where relevant) of any such incidents; and
  - f. any other Good Industry Practice measures (including any innovative solutions).”
- (2) The Contractor shall take all Reasonable Measures to prevent Serious Misconduct by the Contractor Personnel or any other persons engaged and controlled by it (“**Contractor Providers**”) and shall have in place at all times robust procedures which enable the reporting by Contractor Personnel, Contractor Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Contractor or Contractor Personnel to investigate such reports.

- (3) The Contractor shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Contractor Personnel and Contractor Providers to the Authority's Contract Manager and where necessary, the Appropriate Authorities.
- (4) The Contractor shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Contractor acknowledges may include vetting of the Contractor Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Contractor Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where the Authority reasonably believes that there is an increased risk to safeguarding in the performance of the Services, Contractor shall comply with any reasonable request by the Authority for additional vetting to be undertaken.
- (5) Failure by the Contractor to:
  - a. put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
  - b. fully investigate allegations of Serious Misconduct; or
  - c. report any complaints to the Authority and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle the Authority to terminate this Contract with immediate effect.

## 49 Modern Slavery

- (1) The Contractor shall, and procure that each of its Contractor Personnel shall, comply with:
  - a. the Modern Slavery Act 2015 ("**Slavery Act**"); and
  - b. the Authority's anti-slavery policy as provided to the Contractor from time to time ("**Anti-Slavery Policy**").
- (2) The Contractor shall:
  - a. implement due diligence procedures for its Contractor Personnel and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
  - b. respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
  - c. prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that

- slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
  - d. maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract; and
  - e. implement a system of training for its employees to ensure compliance with the Slavery Act.
- (3) The Contractor represents, warrants and undertakes throughout the Term that:
- a. it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
  - b. its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
  - c. neither the Contractor nor any of its Contractor Personnel, nor any other persons associated with it:
    - i. has been convicted of any offence involving slavery and trafficking; or
    - ii. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.
- (4) The Contractor shall notify the Authority as soon as it becomes aware of:
- a. any breach, or potential breach, of the Anti-Slavery Policy; or
  - b. any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.
- (5) If the Contractor notifies the Authority pursuant to Condition (3)c.ii above, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- (6) If the Contractor is in Default under Condition (1)b above or (2)e above Authority may by notice:
- a. require the Contractor to remove from performance of the Contract any Contractor Personnel or other persons associated with it whose acts or omissions have caused the Default; or
  - b. immediately terminate the Contract.

## **50 Other Legislation**

- (1) The Contractor shall, and shall procure that its subcontractors, agents and personnel, comply with all other applicable law in force from time to time for the duration of the Contract.
- (2) Not used.

- (3) The Contractor indemnifies the Authority against any costs resulting from any Default by the Contractor relating to any applicable Law to do with the Contract.
- (4) The Contractor must appoint a Compliance Officer who must be responsible for ensuring that the Contractor complies with the Law and Conditions 13, 22, 42, 43, 44 and 46.

## **51 Health and Safety**

- (1) The Contractor shall (and shall procure that the Contractor Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
  - a. all applicable Law regarding health and safety; and
  - b. the Health and Safety Policy whilst at the Authority's Premises.
- (2) Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

## **52 Law and Jurisdiction**

- (1) This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- (2) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

## Schedule 2 – The Authority’s Specification of Requirements

### 1. Invitation to Tender sections

The below sections are taken from the Invitation to Tender document and are relevant for the delivery of this Contract.

#### Contract Term

The contract will be for an initial term of approximately 24 months (depending on signature date) until July 2025, or a date to be agreed between the parties, unless terminated or extended by the Department in accordance with the terms of the contract.

The Contract will be let for the full initial term with a formal review point at the end of part zero (upon delivery of the scoping report) if agreed by both parties. This Contract may be extended beyond the initial term by up to 36 months and £400,000 (exclusive of UK VAT but inclusive of any overseas VAT and taxes) in value in the circumstances detailed below. Take-up of any extension period is subject to the Authority’s approval and the continuing needs of the Contract. These extension periods may be used on a no-cost or an additional cost basis subject to the approval of the Authority.

Take-up of any extension option may not lead to an increase in the overall contract profit margin as provided by the successful bidder in their tender. In an extension period the Authority may consider accepting rate increases due to potential inflationary pressures or cost increases for fees and expenses where reasonable and justified. Where not reasonable or justified, such increases will be rejected by the Authority.

The delivery partner’s contract for the primary CASA programme includes an up to 24-month extension option. If this is taken up, the Authority may request the independent evaluator to rescope their work and quote for a second interim evaluation followed by a revised final evaluation to take place at an appropriate time given the final length of the primary CASA programme. This second interim evaluation may be similar in scope to the initial evaluation or may be larger or smaller depending on the needs of the programme.

In the event of an extension to the CASA programme, the Authority may also look to push back the final evaluation and not conduct a second interim evaluation.

Possible extension options may include:

- Extend the delivery partner and independent evaluator’s contracts, these could be extended for the same or varying lengths.
- Extend only the delivery partner’s contract.
- Extend only the independent evaluator’s contract.

#### Contract Scope and Scope Change Options

The contract scope is as set out in this Schedule 2. Given the need for the independent evaluator to be responsive to developments and changes in the CASA

Programme, over the length of the contract the Authority reserves the right to update and amend the detailed scope in agreement with the Supplier, within the confines of what can reasonably be considered to be learning and evaluation of UK support to negotiators. This may include but not be limited to:

- Budgetary changes in line with budget principles outlined in Part 1: Sections 7 – 12, 14 & 21.
- Changes in geographical scope and focus.
- Changes in emphasis on certain parts of the evaluation.
- Changes to the way activities are delivered, as part of maintaining good value for money.
- Changes to evaluation questions.
- Changes to timelines and deliverables.
- Scope changes linked to developments in the international climate negotiations, the priorities of the beneficiary negotiating groups and UK priorities.
- Scope changes linked to the outcome and findings from the first interim evaluation and any subsequent interim evaluations.
- Delays to the primary CASA programme, and associated impacts on the delivery timeline of the independent evaluation.

### **Publicity and Freedom of Information**

No publicity regarding the services under the Contract or the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

### **Data security**

The successful tenderer must comply with all relevant Data Protection Legislation, as defined in the terms and conditions.

The Authority may ask the Supplier to provide evidence to support the position stated in the “The General Data Protection Regulation Assurance Questionnaire for Contractors” to evidence the extent of readiness. The Authority may require the successful Supplier to increase their preparedness where the Authority is not satisfied that the Supplier will be in a position to meet its obligations under the terms and conditions. If the Supplier fails to satisfy the Authority that it will be in a position to meet its obligations under the terms and conditions in the event that the Supplier is successful, the Authority reserves the right to exclude the bidder from this procurement.

## **1. Glossary**

Throughout this document we will refer to several acronyms, including but not limited to:

Table 1: Glossary

<b>AOSIS</b>	The <a href="#">Alliance of Small Island States</a> , negotiating group representing the interests of 39 small island and low-lying coastal developing states.
<b>BEIS</b>	Department for Business, Energy, and Industrial Strategy, the predecessor to the Department for Energy Security & Net Zero
<b>CDKN</b>	Climate Development Knowledge Network



<b>DP</b>	Delivery Partner
<b>EQUALS</b>	Evaluation Quality Assurance and Learning Stakeholders
<b>FCDO</b>	Foreign, Commonwealth & Development Office
<b>GDPR</b>	General Data Protection Regulation
<b>GESI</b>	Gender Equality and Social Inclusion
<b>HAC</b>	The <a href="#">High Ambition Coalition</a> , in 2015 to secure key elements of the deal.
<b>HMG</b>	His Majesty's Government
<b>ICF</b>	International Climate Finance
<b>ITT</b>	Invitation to Tender
<b>KPI</b>	Key Performance Indicators
<b>CASA</b>	Climate Ambition Support Alliance
<b>NSP</b>	Negotiations Support Programme
<b>LDCs</b>	the Least Developed Countries <a href="#">as defined by the UN</a> .
<b>LDC Group</b>	<a href="#">Least Developed Countries Group</a> , a negotiating group representing the 48 Least Developed Countries <a href="#">as defined by the UN</a> .
<b>LIC</b>	Low Income Countries
<b>L&amp;E</b>	Learning & Evaluation
<b>ODA</b>	Official Development Assistance
<b>REP</b>	Research and Evidence Programme
<b>RMI</b>	Republic of the Marshall Islands, official founding convener of the HAC
<b>SIDS</b>	Small Island Developing States <a href="#">as defined by the UN</a> .
<b>UNFCCC</b>	United Nations Framework Convention on Climate Change
<b>VfM</b>	Value for Money

## 2. Introduction

The Department for Energy Security & Net Zero (“the Authority”) is procuring a Supplier to carry out independent learning and evaluation (from here on refer to as ‘the independent evaluation’) of the effectiveness of the UK’s support to climate vulnerable countries<sup>1</sup> in international climate negotiations. Since 2011, the UK has provided support to strengthen the capacity of groups/coalitions of climate vulnerable countries to participate effectively in the United Nations Framework Convention on Climate Change (UNFCCC) and related international fora. This support is currently delivered through the second phase of the Climate Ambition Support Alliance programme (CASA phase two).

In sub-sections 3 and 4 of the Specification of Requirements, we outline the international context within which CASA and its predecessors have operated. These sub-sections provide a historical account of the UK Government's support to climate vulnerable countries in international climate negotiations since 2011 – when the UK Government began this support to LDCs and LICs.

In section 6 of the Specification of Requirements we outline the scope of work and deliverables expected to be completed by the independent evaluator to achieve three objectives:

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<sup>1</sup> For the purpose of this document, climate vulnerable countries are low-income states with high climate vulnerability.

- Understanding the effectiveness of the UK's long-term support (2011-2022) to climate vulnerable country negotiators in achieving a fairer, more inclusive negotiations process that enables the meaningful participation of climate vulnerable country negotiators;
- Understanding the effectiveness of the design and delivery of CASA phase two (from 2022-2025) against its intended outputs and outcomes, as the UK's current technical assistance programme for climate vulnerable country negotiating groups; and
- Informing the evolution of CASA and thinking on the future of the UK's support to climate vulnerable country negotiating groups.

The independent evaluation is utilisation focussed and will be delivered in two parts. Part one will focus on lessons for future interventions through a review of historic programme results and early results from CASA phase two. Part two will provide an end of programme assessment of CASA phase two.

The contract between the Authority and the CASA phase two delivery partner runs until March 2025, with the potential to extend for up to 24 months. The outputs of the independent evaluation are expected to inform the future of the CASA programme, providing analysis to support BEIS' decisions on whether to pursue a business case for support beyond 2025, how long this support should continue and whether any extension to the current programme should include changes to the scope, scale or approach.

The output of part one (the interim report) will support any necessary updates and changes to CASA phase two and directly inform business case planning for continuation of CASA beyond 2025. The output of part two (the final report) will support ongoing adaptive management of CASA phase two and future phases of work.

In sub-section 11 we also set out a suggested methodology and data collection approach. This information is provided as high-level guidance and bidders are expected to present a methodology of their own that meets the requirements and objectives of the contract in their proposals.

Further sub-sections (12 and onwards of the Specification of Requirements) set out: proposed governance arrangements for the independent evaluation and provide additional details about programme stakeholders and programme management requirements for this contract.

### **3. Climate Negotiations: an overview of the international context**

For nearly three decades the United Nations Framework Convention on Climate Change (UNFCCC) has been bringing together almost every country for global climate summits, termed Conference of the Parties (COP), to build consensus on the global approach to tackling climate change. Each Party to the UNFCCC is represented by a national delegation, who negotiate on behalf of their government.

Climate vulnerable countries often have the least resources for participating in the vital international decision-making processes that will have a huge impact on their economies and the livelihoods, security and safety of their citizens.

Negotiating groups and progressive alliances between countries are an important part of the UNFCCC process, ensuring that the voices of those most impacted by climate change are represented and driving increased ambition for global action. In 2015, at COP21 in Paris, 196 countries agreed to limit global temperature rise to “well below 2 degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5 degrees Celsius”. The influence of climate vulnerable country negotiating groups was widely acknowledged for ensuring this ambitious limit was included in the final text of the Paris Agreement and for keeping this goal alive through the Glasgow Climate Pact at COP26 in November 2021.

Following the Glasgow Climate Pact (GCP), agreed at COP26, the international negotiations landscape has shifted focus towards implementation, as prioritised by the COP27 Presidency. Subsequent years will see landmark mandates kick in, in particular the Global Stocktake and beginning of the Enhanced Transparency Framework. Parties are now expected to revisit and strengthen emission reduction plans on an annual basis to align with the 1.5-degree trajectory. Parties will also continue discussions on long-term finance and negotiate the future finance goal that will come into force in 2025 as well as taking forward technical work on adaptation and loss & damage. CASA phase two, which started its inception phase in November 2022, reflects the shift towards implementation, but at its core continues to focus on providing support to climate vulnerable country negotiators.

#### **4. An overview the UK’s support to climate vulnerable country negotiating groups in international climate negotiations**

This evaluation will look at support provided by the UK through four consecutive programmes: the Climate and Development Knowledge Network (CDKN), the Negotiations Support Programme (NSP), the Climate Ambition Support Alliance (CASA) phase one (formerly known as Capacity Building for International Negotiations - CaBIN) and CASA phase two. Diagram 1 sets out the years of operation for each of these programmes.

Diagram 1 Timeline of UK support to climate vulnerable country negotiating groups

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
CDKN						NSP		CASA phase one				CASA phase two		

##### *The Climate and Development Knowledge Network (CDKN), the Negotiations Support Programme (NSP) (2011-2018)*

The UK has been supporting climate vulnerable country negotiating groups in international climate negotiations since 2011. Prior to 2011, there was limited support for increasing the capacity of Least Developed Countries (LDCs) and Low-Income Countries (LICs) to participate effectively in international climate negotiations. The Climate Window of the Advocacy Fund, which was delivered as part of the Department for International Development (DFID)’s Climate and

Development Knowledge Network, was set up to level the playing field with wealthier nations and address the gaps in resources and expertise that were stopping the poorest and most climate vulnerable countries from fully representing their interests in negotiations<sup>2</sup>.

Through CDKN the UK provided technical advisory support and logistical support to climate vulnerable country negotiating groups. This support aimed to increase the influence that the poorest and most climate vulnerable countries had over international climate change negotiations. An [independent report by ITAD](#) concluded that the support provided through CDKN had achieved (and likely exceeded) the expected process towards outcomes.

In 2017 support continued through the Authority-funded Negotiations Support Programme (NSP). It built on the achievements of CDKN and helped to build alliances between nations helping to overcome the developing-developed divide, receiving 'A+' and A++ ratings in the Authority's Annual Reviews. Both CDKN and the Negotiations Support Programme were delivered by an alliance led by PwC.

*The Climate Ambition Support Alliance phase one (2019-2022)*

In 2019 NSP was replaced by the Capacity Building for International Negotiations (CaBIN) programme, which was renamed the Climate Ambition Support Alliance (CASA) to reflect the updated focus of the programme's intended impact: to support the ambition to keep global warming to less than 1.5 degrees. The overarching vision, for a fairer, more inclusive negotiations process that enables the meaningful participation of climate vulnerable country negotiators, remained unchanged. CASA phase one (February 2019-December 2022) continued to provide technical advisory and logistical support as well as capacity building to climate vulnerable country negotiating groups, specifically the Least Developed Countries group (LDC group), the Alliance of Small Island States (AOSIS) and the High Ambition Coalition (HAC) (collectively referred to as CASA's supported groups throughout this document).

The support aimed to increase the capacity and capability of low-income and climate vulnerable countries to engage as progressive voices in international climate negotiations, in order to preserve and enhance the rules-based international system and increase appetite for higher ambition in the negotiations.

During phase one, CASA enabled climate vulnerable country negotiators to participate effectively in the international climate negotiations and related multilateral fora including, but not limited to: UNFCCC COPs, session of the Subsidiary Bodies (Bonn Climate Change Conference), Green Climate Fund (GCF) board meetings, Global Environment Facility (GEF) meetings, the United Nations General Assembly (UNGA), and the Convention on Biological Diversity (CBD) COPs.

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<sup>2</sup> <https://cdkn.org/resource/supporting-international-climate-negotiators-lessons-from-cdkn>

CASA is funded by the Authority, with delivery managed by an external Delivery Partner, procured through a competitive tender process. For CASA phase one the Delivery Partner was PwC. PwC led an alliance of Technical Partners<sup>3</sup>, who delivered direct support to CASA's supported groups. Through CASA phase one Technical Partners provided the following support:

- on demand technical, legal, scientific and strategic advice to groups,
- knowledge products and communications activities to amplify the influence of supported groups and to support the upskilling of negotiators,
- technical assistance and knowledge products to support climate finance negotiations and meetings, and
- Legal advice and assistance service for negotiators.

For more information on support provided through CASA phase one please refer to **Annex A: Summary of Delivery - Phase One**.

#### *The Climate Ambition Support Alliance phase two (2022-2025)*

In August 2022, BEIS ran a competitive procurement for CASA phase two. DAI Global were contracted in November 2022 for delivery of CASA for an initial period to March 2025. As described above, previous programmes, including CASA phase one, have focused primarily on negotiations support, as well as capacity building activities for individual negotiators. CASA phase two has a stronger emphasis on building longer-term, institutional capacity of negotiating groups, increasing South-South support and upholding agreements made in the UNFCCC process date by supporting Parties' capacity to implement the commitments made in negotiations. CASA phase two is being delivered through three work packages:

#### Work Package 1 (WP1): Programme Management

Programme management and oversight, sub-contracting of Technical Partners to deliver work packages 2 and 3, risk management, financial management, monitoring, reporting and learning.

#### Work Package 2 (WP2): Technical Support

**Negotiations support:** Support climate vulnerable country negotiating groups to engage in and influence international climate negotiations through the provision of technical and legal advice and support for enhanced coordination and collaboration.

**Capacity building:** Provide targeted and sustained training opportunities to build the knowledge and expertise of developing country negotiators and strengthen the institutional capacity of developing country negotiating groups through supporting systems and structures for retaining institutional knowledge.

**Implementation:** Support members of developing country negotiating groups with the transition from Paris rulebook development to implementing UNFCCC processes and agreements.

#### Work Package 3 (WP3): Opportunity Fund

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<sup>3</sup> In CASA phase one the alliance of Technical Partners subcontracted to PwC comprised Climate Analytics, Germanwatch, Independent Diplomat, IIED, LRI, NYU, ODI and Ricardo-AEA

A flexible fund to provide ad hoc, demand-led activities that fall outside of the core implementation plan in response to the evolving needs of supported groups.

The CASA phase two theory of change is included in **Annex B**.

## 5. Further information and useful links

The following links and documents provide further background information.

- The CASA [website](#)
- CASA [programme documents](#)
- NSP [programme documents](#)
- [CDKN programme documents and annual reviews](#)
- [CDKN independent evaluations](#)
- CDKN [M&E working paper](#), including the outcome map and M&E approach used for assessing negotiations support delivered through CDKN

*Other useful information that may be relevant for developing bids includes:*

- The Green Book: appraisal and evaluation in central government.  
<https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>
- UK Statistics Authority Code of Practice/ or an equivalent standard.  
<http://www.statisticsauthority.gov.uk/assessment/code-of-practice/>
- The Magenta Book, Government guidance on policy evaluation and analysis.  
<https://www.gov.uk/government/publications/the-magenta-book>

## 6. Scope of Work

The independent evaluation will assess the effectiveness of the UK's support to climate vulnerable country negotiating groups and provide lessons to shape the future of the Climate Ambition Support Alliance.

The evaluation period is expected to run from **June 2023 to July 2025**, and will cover three objectives that highlight its utilisation-focused nature:

- 1) Understanding the effectiveness of the UK's long-term support (2011-2022) to climate vulnerable country negotiators in achieving a fairer, more inclusive negotiations process that enables the meaningful participation of climate vulnerable country negotiators;
- 2) Understanding the effectiveness of the design and delivery of CASA phase two (from 2022-2025) against its intended outputs and outcomes, as the UK's current technical assistance programme for climate vulnerable country negotiating groups; and
- 3) Informing the evolution of CASA and thinking on the future of the UK's support to climate vulnerable country negotiating groups.

These objectives will be delivered through a two-part evaluation (preceded by a scoping exercise):

- Part zero: Scoping

- Consultation with stakeholders, development of full learning and evaluation work plan.

- Part one: Lessons for future interventions

The output of part one will be an interim report containing:

- An assessment of the outcomes and impact of the support the UK has provided to climate vulnerable country negotiating groups through the Advocacy Fund as part of the Climate and Development Knowledge Network, the Negotiations Support Programme and CASA phase one.
- An interim evaluation of CASA phase two including an assessment of early results from the programme, a theory of change review, a 'KPI 15' report<sup>4</sup>, and a value for money assessment which include Gender Equality and Social Inclusion (GESI) analysis.
- Recommendations for adjustments or improvements to CASA phase two
- Recommendations on the scale, focus and approach of UK support to climate vulnerable country negotiating groups beyond the end of CASA phase two.

The interim report will help to inform decisions on the future of CASA, including the business case for support beyond CASA phase two which ends in March 2025).

- Part two: End of programme assessment

The output of part two will be a final report containing:

- An outcome evaluation of CASA phase two including final policy recommendations for the future of the UK's support for climate vulnerable country negotiators, a KPI 15 report, and a final VfM analysis including a GESI analysis.

As indicated at the start of the Specification Requirements, the output of part two (the final report) will support ongoing adaptive management of CASA phase two and future phases of work.

## 7. Timeline

The supplier will need to deliver the following outputs and meet the indicative deadlines outlined in Table 2 below. The final list of deliverables and associated delivery dates will be detailed in the contract and may be varied slightly in the scoping phase with the agreement of both BEIS and the Supplier. Further details on each deliverable are provided in sub-section 9 of the Specification of Requirements.

Table 2: Indicative delivery dates

Activity	Outputs	Deadline
Kick off meeting	Meeting minutes.	June 2023
Part zero: scoping	Scoping report as detailed in sub-section 9	September 2023
Part one: lessons for future interventions	Interim report as detailed in sub-section 9	March 2024

<sup>4</sup> ICF programmes are expected to report annually against relevant Key Performance Indicators. KPI 15 considers the extent to which the programme is likely to achieve transformational change.

Dissemination of results and learning from part one	A public summary of findings/lessons from part one.  Up to three workshops/presentations with CASA stakeholder groups to share the findings of part one.	April 2024
Part two: end of programme assessment	Final report as detailed in sub-section 9	June 2025
Dissemination of results and learning from part two	A public summary of findings/lessons from part two.  The supplier will be expected to produce a 2-page summary ("evaluation digest") of the finalised evaluation report.  Up to three workshops/presentations with CASA stakeholder groups to share the findings of part two.	July 2025
Closure phase	Transfer of all raw data and evaluation materials to BEIS. Completion of final reporting requirements.	July 2025

Further, it is expected at the outset of each evaluation activity, the Supplier will review the delivery plan and structure of reports to ensure that it remains accurate and fit for purpose, and refine this as required, according to programme developments. BEIS will provide comments on drafts of each output before approving a final version, through not more than two rounds of review. Timelines for this should be factored into proposals.

Lastly, bidders should note that where any digital tools are to be developed that will influence the delivery of activities or be used for data collection, suppliers are required to demonstrate how they have adhered to or will adhere to the Principles for Digital Development<sup>5</sup>, and how they will apply ethical considerations in design and deployment. This includes expectations for the supplier's approach to managing data integrity and responsible data practices including privacy, confidentiality, and consent.

## **8. Negotiating groups in scope**

As set out in Section 2 of Part 2, the UK has been supporting progressive alliances and negotiating groups representing climate vulnerable countries since 2011 through four consecutive programmes (the Advocacy Fund as part of the Climate and Development Knowledge Network, the Negotiations Support Programme, the Climate Ambition Support Alliance phase one and the Climate Ambition Support

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<sup>5</sup> See DFID Digital Strategy 2018 to 2020: Doing Development in a Digital World available online.



Alliance phase two). Any support delivered outside of these four programmes is not in scope for this evaluation.

This support has primarily been targeted at the chairs/conveners of 3 groups:

- **The Least Developed Countries (LDC) group**, which comprises 48 low-income nations who regularly work together in the UN system and negotiate as a bloc in UNFCCC negotiations;
- **The Alliance of Small Island Developing States (AOSIS)**, which represents the interests of 39 small island and low-lying coastal developing states; and
- **The High Ambition Coalition**, a group of progressive developed and developing nations who come together to discuss common positions, strategy and messaging.

The chair of the LDC group and AOSIS rotates on a biennial basis, whilst the High Ambition Coalition was set up by the Republic of the Marshall Islands, who has held the role of official convener since the coalition's inception in the run up to the Paris COP in 2015. Whilst UK-funded programmes have delivered projects and support to other negotiating groups and blocs the evaluation activities should focus on these three groups.

## 9. Activities

### *Part zero: scoping*

The Supplier will be expected to deliver a scoping report by September 2023, refining proposals made during the bidding stage and setting out final details of how they expect to meet the objectives of the evaluation through the interim and final reports.

In parallel to delivery of the scoping report the supplier is expected to formalise collaboration with BEIS and the CASA phase two Delivery Partner and set out how they will collaborate with other key stakeholders to support effective delivery of the evaluation. We are open to suggestions around the best approach to this, although we envisage the following activities should be undertaken:

- Establish key stakeholders and ways of working.
  - The supplier will need to implement an agreed protocol to coordinate work with BEIS, the Delivery Partner and stakeholders, with clear responsibilities and timelines to ensure approach is appropriate. This will include setting out how the Delivery Partner and Technical Partners will feed into evaluation work, including data sharing agreements and a reporting schedule. During the scoping phase, DAI is expected to provide CASA monitoring data to the evaluation partner and will be able to support collaboration with CASA supported groups and Technical Partners.
  - The supplier will also need to develop of a full list of stakeholders to be engaged in the evaluation, a proposal to effectively engage with

identified stakeholders and how they will mitigate against the risk of potential data gaps in the event of poor responses from stakeholders. The independent evaluator will need to be mindful that prior delivery partners are no longer in contract with BEIS and although we anticipate they will be supportive of the work, we must be mindful of expectations on their time.

- For all activities outlined above, the Authority and the selected Learning and Evaluation Partner will work together to place appropriate security measures and duty of care arrangements in place during the Scoping Phase, keeping it under revision thereafter as necessary.
- Produce a scoping report

This could include but not be limited to the following:

- **A rapid evidence review** to understand what existing data there is, including a review of available annual reviews and M&E reports from CASA phase one and its predecessor programmes. See table 3 in sub-section 11. for an overview of available data.
- **Review of core documents** including CASA business case and CASA phase two business case change control, CASA phase two inception report. Documents will be provided by BEIS.
- **Review of M&E documents** including the CASA phase two theory of change, log frame, results framework (included disaggregated data). Theories of change, log frames and outcome maps from CASA phase one and its predecessor programmes will be available to enable the supplier to understand the evolution of the programme.
- **Develop a KPI 15 approach for CASA Phase two.** ICF programmes are expected to report annually against relevant Key Performance Indicators. These are selected indicators which are aggregated across HMG ICF Programmes. Each KPI has a specific methodology, which are published<sup>6</sup>. CASA Phase Two will be reporting against KPI 15, which considers the extent to which the programme is likely to achieve transformational change. The evaluation activity will provide the evidence needed to report against this indicator. The supplier should develop an approach to reporting against KPI 15 which meets the KPI 15 methodology requirements. The approach should be detailed in the scoping report, and then annually reported against.
- **Preparation of a detailed workplan:** the Supplier should set out a full workplan for delivering the evaluation, which will outline the delivery approach and timelines for planned activities up to the end of the contract in July 2025. It is expected that the Supplier should organise a

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<sup>6</sup> <https://www.gov.uk/government/publications/uk-climate-finance-results>

workshop with BEIS and the Delivery Partner once a workplan has been drafted to ensure its feasibility and to agree and gain buy-in to the final planned approach. The workplan should include:

- i. Refined evaluation and learning questions that have been tested for viability and scope, research and learning activities, methods and outputs, timeline, a risk register and mitigation plans and a revised gender, equality, and social inclusion (GESI) assessment approach, outlining how gender and inclusion issues will be addressed in the evaluation.
- ii. A final list of stakeholders who will be engaged as part of the evaluation process with detail of the analytical approach used to structure engagement (e.g., semi-structured interviews, focus groups)
- iii. Completion of appropriate protocols (e.g. ethics forms) to ensure that all participants give informed consent to participate in research activities. Bidders should propose plans on how such standards will be maintained and checked throughout. The Authority will ensure that any sensitive issues around research ethics will be addressed accordingly.
- iv. A budget breakdown and financial forecast in line with the proposal, broken down by activity per quarter.
- v. A management plan setting out how the Supplier will ensure that programme activities are delivered to an acceptable quality and outline the ways of working with BEIS, the Delivery Partner, Technical Partners, previous Delivery Partners and other identified key stakeholders including timelines for BEIS reviews of outputs.
- vi. An evaluation use and influence with references to stakeholder mapping and which consider the timing of evaluation outputs and their dissemination and risk assessment for any external factors that could affect the usefulness of the evaluation outputs.

*Part one: lessons for future interventions*

Part one will provide lessons and recommendations to support BEIS to define the future of its support to climate vulnerable country negotiators. The supplier will do this through:

- (a) a review of the outcomes/impact of the UK's historic support to climate vulnerable country negotiating groups (2011-2022.)
- (b) an interim evaluation of the Climate Ambition Support Alliance phase two (2023-2025.)

- (c) consultation with beneficiaries and relevant stakeholders to seek recommendations for the future of UK support to climate vulnerable country negotiators

The output of part one will be an interim evaluation report, to be delivered by the end of March 2024. The report should contain an executive summary with key findings and recommendations for (a) any changes needed to the design or delivery of CASA phase two and (b) what the future of the UK's support to climate vulnerable country negotiators should look like beyond March 2025.

Additional or alternative outputs that would support BEIS to deliver our objectives may be suggested by the supplier. Activities may include:

- **A review of historic MEL documentation** to consolidate results and lessons from UK-funded support to climate vulnerable country negotiating groups between 2011 and 2022. This review should include a review of the barriers and enablers to groups' effective participation and influence in international negotiations.
- **Interviews to test, validate and challenge the desk-based analysis** with negotiators supported through the three historic programmes in scope, the previous Delivery Partner and the Technical Partners who delivered support to negotiating groups between 2011 and 2022.
- **An assessment of early results from CASA phase two** . This will likely involve interviews with negotiators supported through CASA phase two and the Technical Partners delivering advisory support to them. Interviews may be conducted remotely, through site visits to the offices of the group chairs and/or through attending COP28 in December 2023. This may also include observations of support implementation and remote surveys. The assessment of results should pay particular attention to new or enhanced areas of the CASA programme in phase two, particularly: supporting the development of long-term capacity of supported groups, supporting implementation of agreements made in negotiations, increasing south-south support, and the inclusion of a flexible 'opportunity fund' in the programme design.
- **A theory of change assessment for CASA phase two**, to test, validate and improve the assumptions and causal pathways within the theory of change with evidence. This review should pay particular attention to the evolution of CASA's theory of change from phase one. Including the The interim report should show where evidence supports or refutes the theory of change, and include any recommendations for improvements to the CASA phase two theory of change. This should draw on data collected through other strands of the evaluation.

- **The first Annual KPI15 assessment:** Using the KPI approach developed in the scoping phase, a report demonstrating evidence against this indicator should be produced, including any make recommendation for an improved methodology going forwards to be enacted ahead of the final report. This should draw on data collected through other strands of the evaluation.
- **A Value for Money assessment** of CASA phase two, using the '4 Es approach' of economy, efficiency, effectiveness and equity<sup>7</sup>. As part of the equity assessment BEIS would expect the supplier to look at how GESI has been integrated into programming.
- **A consultation exercise** to understand the future of the negotiations landscape, continued capacity gaps of climate vulnerable country negotiating groups and stakeholder opinions on the future of UK support.

Based on both the historic review of support, the interim assessment of CASA phase two and consultation with stakeholders, the interim evaluation report should include a detailed account of the UK's support for climate vulnerable country negotiators to date, present recommendations for improvements to CASA phase two and present recommendations for the future of the UK support to climate vulnerable country negotiators. The following (non-exhaustive) list of questions may be considered:

- What are the key outcomes and impacts (intended and unintended) of the UK's long-term support to developing country negotiators?
- What have been the barriers and enablers to achieving these outcomes?
- What progress has been made against CASA phase two's logframe outputs and outcomes?
- Is the CASA Theory of Change valid?
- Is the CASA delivery model suitable for delivering the CASA ToC?
- Are there alternative pathways to achieve the impact outlined in the CASA's ToC?
- How likely is CASA to achieve transformational change (using the [KPI15 approach](#))? Could this methodology be improved?
- Is the programme delivering value for money?

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<sup>7</sup> The 4Es framework is the framework used to assess VfM of UK Aid. The 4 Es are: **Economy** - Are we buying inputs of the appropriate quality at the right price? **Efficiency** - How well are we converting inputs into outputs? **Effectiveness** - How well are the outputs produced by an intervention having the intended effect? ('Spending wisely') What are the key VfM metrics? **Equity** - How fairly are the benefits distributed? To what extent will we reach marginalised groups?

- Have the GESI dimensions been well integrated into the CASA programme?
- Are the outcomes and impacts of CASA phase two likely to be maintained after the programme ends?
- Is there a case for continued UK negotiations support?
- If there is a case for continued support:
  - What approach should future support take to achieve the outcomes and impacts set out in the Theory of Change?
  - Should support continue to focus on the three groups currently supported?
  - Should any changes be made to the current delivery model?
  - What scale of support is needed to achieve CASA's intended outcomes and impact?

*Part two: end of programme assessment*

Part two will provide a final assessment of the results of CASA phase two (covering programming from November 2022 – March 2025). The output of part two will be a final report to be delivered by the end of July 2025, including dissemination activities as set out in sub-section 10 below. This report should contain an end-of-programme outcome evaluation, a final Value for Money assessment and final recommendations for the future of the CASA programming. The report should contain an executive summary with key findings and recommendations. Bidders should set out their approach to delivering the final report, including detail of activities to be undertaken and any additional or alternative outputs that would support BEIS to deliver our objectives. Activities may include:

- **A review of programme MEL documents** including results data collected by the Delivery Partner and BEIS Annual Reviews.
- **Interviews with negotiators** supported through CASA phase two and the Technical Partners delivering advisory support to them. Interviews may be conducted remotely, through site visits to the offices of the group chairs and/or through attending the Bonn intersessional negotiations in June 2024 or COP29 in November/December 2024. It may also be beneficial to draw on observations of programme implementation and online surveys to support this analysis.
- **Updating the Value for Money analysis delivered in the interim report.** This should include a particular focus on Gender Equality and Social Inclusion and Social Value as part of the equity analysis.
- **The second annual KPI15 assessment:** Using the KPI approach developed in the scoping phase, and building on reporting delivered the previous year, the supplier should update the KPI 15 assessment for the programme.

The following (non-exhaustive) list of questions may be asked:

- What have been the intended and unintended outcomes of CASA phase two?

- Has the programme delivered Value for Money against the 4Es framework?
- What has the programme achieved on Gender Equality and Social Inclusion?

## 10. Dissemination of findings

The primary audience of findings from parts one and two are CASA's stakeholders, including: BEIS, who will be responsible for the design of any future phases of the programme; the Delivery Partner who are responsible for the day-to-date management and oversight of CASA phase two; Technical Partners who are subcontracted to the Delivery Partner and deliver the support to climate vulnerable country negotiating groups; and negotiators from CASA support groups, who are the recipients of CASA support. Beyond these groups there may be wider interest in findings from other donors who provide support to climate vulnerable country governments and civil society organisations with interest in UNFCCC processes.

The supplier will test and communicate evaluation findings with stakeholders to secure buy-in for the evaluation recommendations. This should include:

- A summary of findings from part one suitable for publication.
- Up to three workshops/presentations with stakeholder groups to test and share findings of part one.
- A summary of findings from part two suitable for publication.
- Up to three workshops/presentations with stakeholder groups to test and share findings of part two.
- A 2-page summary ("evaluation digest") of the finalised evaluation report.

## 11. Methodology and Data Collection

We expect bidders to propose a fully developed evaluation approach, methodology and approach for data collection and analysis for all three parts of the specification. The overarching approach should ensure that both the twin objectives of an assessment of the effectiveness of the UKs long-term support to climate vulnerable countries, and the assessment of the delivery and delivery of CASA Phase Two, are met through presentation of a robust and transparent evidence base. This sub-section outlines details to consider when framing proposals, including information on suggested methodological approach, including data availability, collection methods and risks.

### *Overarching approach*

The evaluation will consist of multiple data collection and analysis approaches (e.g., interviews, desk-based analysis, synthesis). It will be important that these are clearly brought together through an overarching evaluation approach which should provide a clear line of sight between the evidence, the conclusions and any recommendations. This will ensure that any causal inference is supported by evidence and provide a framework for synthesis.

On initial review, BEIS have identified that theory-based evaluation approaches (instead of experimental or quasi-experimental approaches) may be most appropriate for assessing the outcomes and impact of both the wider UK Negotiations support, and of CASA phase two specifically. This is because these approaches (for example, but not limited to, contribution analysis or process tracing) allow for a mixture of quantitative and qualitative evidence to assess the contribution of the programme to its intended outcomes and impacts<sup>8</sup>, and greater exploration of how and why programme results were achieved. We encourage use of counterfactual thinking throughout however we consider developing a quantitative counterfactual, whether synthetic or real, not to be possible due to the nature of the support provided and outcomes intended. The supplier may wish to develop one overarching evaluation framework which meets the twin objectives in the scope or may suggest two complementary approaches. In either case the approach should maximise the use of research activities to deliver against both aims given the overlapping research questions.

The Supplier should draw on their knowledge and experience and should be sensitive to the challenges of evaluating technical assistance. The Supplier should expand on the suggested evaluation approach provided here, including detail on which overall methodology they will use and detailed approaches for data collection, data analysis and data synthesis to achieve the objectives outlined in sub-section 6. We welcome alternative approaches to that which is suggested, where this is supported by a strong justification. The approach will then be developed and refined during the inception phase of the project, with the final approach detailed in the first deliverable (the scoping report). The proposed approach in the winning bid will be revisited to assess whether there is scope for comparison groups.

Bidders must only submit one final methodology and must not submit several options. All bids must be suitable for assessing the outcomes of technical assistance programmes, and fit within the indicated budget, timeline, and output criteria, regardless of methodology. Bidders should set out the evaluation approach to deliver the scope of work set out in sub-section 9, highlighting what specific methodologies they think will work best, why, and the benefits and risks associated with this.

#### *Data availability & collection methods*

We envisage the following non-exhaustive list of data collection methods may be required:

- Desk-based review of programme documents, reporting and existing literature.

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<sup>8</sup> HM Treasury (2020) Magenta Book: Central Government Guidance on Evaluation. URL: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/879438/HMT\\_Magenta\\_Book.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/879438/HMT_Magenta_Book.pdf). Accessed September 2022.



- (Online) stakeholder interviews with delivery partners, stakeholders, beneficiaries.
- (Online) surveys with delivery partners, stakeholders, beneficiaries.
- Workshops with the programme team (BEIS and the delivery partner).
- In person stakeholder engagement (during negotiations or through site visits to chairs of supported groups)
- Observation at meetings where CASA Phase two groups will be supported
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Bidders should ensure they explain their approach to triangulating and synthesizing multiple strands of evidence, how they will make sense of contradictory evidence, how they will assess strength of evidence against evaluation questions and how they will consider causality. This is particularly important for this evaluation with two twin objectives and multiple strands of data collection. In addition, there will be a mix of qualitative and quantitative data and suppliers should set out how they will analyse and synthesise both in a robust way, with particular attention being paid to the handling of small sample sizes (e.g. in interviews or surveys).

Please note that some travel for data collection will be required to complete the activities presented in the scope of work. As the Department leading on Net Zero, we are keen to ensure that all travel under this contract is essential and that, where possible and practical, the most economical and lowest emitting forms of travel are used. Hybrid models of working that can demonstrate an appropriate balance of travel and other methods to achieve the project's goals are welcomed. Please refer to the Travel and Expenses section of the ITT and relevant attachments for details of allowable travel expenses and the requirements for claiming these.

The Supplier will be expected to manage the risks of data collection, such as unavailability of key documents to close research gaps, poor quality of the information provided by stakeholders through interviews, lack of access to online tools for surveys across countries, staff turnover in organisations holding key institutional information or COVID-19 limitations.

As outlined previously, suppliers are required to demonstrate how they have adhered to or will adhere to the Principles for Digital Development which outlines expected approach to managing data integrity and responsible data practices including privacy, confidentiality, and consent.

A high-level summary of the available data set out in **Table 3** below.

Table 3 Data Availability

<b>Existing publicly available data:</b>	<a href="#">The CASA website</a> <a href="#">CASA programme documents</a> <a href="#">NSP programme documents</a> <a href="#">CDKN programme documents and annual reviews</a> <a href="#">CDKN independent evaluations</a>
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	CDKN <a href="#">M&amp;E working paper</a> , including the outcome map and M&E approach used for assessing negotiations support delivered through CDKN
<b>Internal documentation (to be shared upon signing of contract):</b>	<ul style="list-style-type: none"> <li>• Logframes</li> <li>• Theory of Change</li> <li>• Annual outcome map reporting and logframe reports</li> <li>• Business Cases</li> <li>• Other relevant documents</li> </ul>
<b>Primary sources (suggested stakeholders for interviews):</b>	<ul style="list-style-type: none"> <li>• CASA phase two delivery partner - DAI</li> <li>• CASA technical partners</li> <li>• Chairs/conveners of CASA supported negotiating groups and key individuals within their offices</li> <li>• Other negotiators from CASA supported groups (estimated up to 5 per group)</li> <li>• BEIS CASA programme team</li> <li>• UK Negotiations Team</li> <li>• Previous delivery partner - PwC</li> <li>• Previous MEL partner - INTRAC</li> </ul>
<b>Observation (meetings where CASA phase two supported groups will be participating with CASA support):</b>	<ul style="list-style-type: none"> <li>• COP28 – December 2023</li> <li>• Bonn Climate Change Conference - June 2024</li> <li>• COP29 – November/December 2024</li> </ul>

## 12. Governance

The Supplier will be expected to identify one named point of contract through whom all enquiries can be filtered. Both BEIS and DAI will assign Project Managers for the independent evaluation, and these will be the central point of contacts in their respective organisations.

The work of the independent evaluator will be managed by the BEIS programme team. The role of BEIS will include, but is not limited to:

- Commenting on, checking and challenging the methodology and approach developed during part zero. BEIS will have final say in the event of a disagreement.
- Sign-off for deliverables outlined in sub-section 9 (for sign off of the scoping report, interim and final reports senior approval from the BEIS Analysis team will be required in addition to sign off from the BEIS Senior Responsible Officer)
- Participation in co-ordination meetings with the supplier and CASA phase two delivery partner
- Participation in dissemination workshops
- 

The BEIS programme team will commit to providing turnaround of comments within two weeks of receiving a document. Additional time may be required for EQUALS

review<sup>9</sup>. Details on this will be agreed during part zero (scoping). We also commit to holding no more than two rounds of comments on drafts received by the Supplier where those drafts are provided to a reasonably expected good standard. Documents that are substandard or substantially incomplete may require additional reviews and resulting revisions at the expense of the Supplier.

BEIS programme team will have the right to publish its comments as an annex to the evaluation reports – including differences of opinion, with clear references to it in the introduction and summary.

### **13. Meeting & Reporting Requirements**

Regular co-ordination meetings are expected between the Supplier, BEIS and CASA Phase two delivery partner. Meeting frequency will be agreed during part zero (scoping). No formal reporting is expected beyond the deliverables set out in sub-section 9; however, the Independent Evaluator may be expected to feed into the CASA phase two delivery partner's regular reporting where appropriate, including reporting to the CASA phase two programme board. Financial reporting requirements are set out in sub-section 16 (programme management requirements).

### **14. Stakeholder Management**

Bidders should propose an effective approach to ensure key stakeholders participate in the evaluation and how they will mitigate against the risk of potential data gaps in the event of poor responses from stakeholders. BEIS and DAI will provide support to enable the Supplier to engage with the relevant stakeholders by providing contact details and additional support where needed. Additionally, we expect to support the supplier in attending the Climate Change Conference in Bonn and COP to enable engagement with the Technical Partners and CASA supported groups. BEIS can arrange accreditation for the supplier where necessary. Contacts and support to be provided by BEIS regarding in - country arrangements. In addition, agreements with key target stakeholder groups will be put in place.

The independent evaluation will likely require various forms of engagement (including consultation and interviews) with the following non-exhaustive list of stakeholders:

- CASA beneficiaries, including representatives from the Alliance of Small Island States, the Least Developed Countries Group and the High Ambition Coalition.
- DAI - the CASA phase two delivery partner.
- PwC – the Delivery Partner for CASA phase one, NSP and CDKN.

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<sup>9</sup> An external evaluation quality assurance service used by FCDO to support ODA spending programmes: <https://www.iodparc.com/our-projects/evaluation-quality-assurance-and-learning-service-equals/>

- Technical Partners for CASA phase two and its predecessors, including Climate Analytics, Germanwatch, Independent Diplomat, IIED, LRI, NYU, ODI and Ricardo-AEA.
- Current and former UK government programme managers for CASA and its predecessor programmes and selected BEIS Negotiations team members.
- Intrac – the MEL partner for CASA phase one, NSP and CDKN.

*Relationship with the CASA Phase Two Delivery Partner (DAI)*

The successful Supplier will engage closely with DAI to access the relevant documentation. The current agreement between BEIS and the Delivery Partner ensures in broad terms that the Delivery Partner will engage with any future evaluation partner. The specifics of the ask from DAI will be linked to the final approach and methodology of the Supplier and should be agreed between the parties during part zero (scoping). Coordination and consultation with DAI will be key to the success of this evaluation. The delivery partner will feed into evaluation work, including data sharing agreements and a reporting schedule. BEIS will lead on establishing a 3-way MOU between all parties on the principles of working together and information sharing.

The Supplier will also need to develop protocols (e.g., safeguarding and ethics forms) to ensure that all participants give informed consent to participate in evaluation activities. Bidders should propose plans on how such standards will be maintained and checked throughout. These will be set up and refined in the scoping phase. During this phase, DAI is expected to provide CASA monitoring data to the Evaluation partner and will be able to provide contact details for each CASA programme component. The Authority will ensure that any sensitive issues around research ethics will be addressed accordingly.

DAI have committed to a regular schedule of meetings with the Supplier, working proactively to demonstrate and document programme impact and outcomes, providing relevant documentation to them and assisting in the scheduling of meetings with key stakeholders. Further details on the expected role of the CASA phase two Delivery Partner are outlined below.

## **15. Delivery Team Requirements: Team Structure, Skills, and Experience**

To deliver the Contract successfully, the Supplier will need to demonstrate that they have the right team structure, skills, and expertise to deliver the methodology proposed. Guidance on each of these categories is given below.

## Team Structure

### Essential

- A clear operating structure is provided which explains the roles, responsibilities, and reporting lines for each member of the independent evaluation team.
- Suitable contingency measures are in place should the project team change, giving BEIS confidence that this risk would be managed without negatively affecting to programme delivery.
- An appropriate balance of junior and senior time on the project, ensuring enough strategic oversight but also that resources are used efficiently to successfully deliver all the objectives.
- The team should be gender-balanced and collectively possess the qualifications outlined under the skills section below to achieve the objectives of this learning and evaluation.

### Desirable

- Named resources are provided to deliver tasks, and where individuals are not identified nor CVs provided a clear justification is provided, as well as a role description against which new joiners to the team will be assessed.
- If applicable, how a consortia team would work across organisational boundaries to ensure a seamless experience for BEIS as the client and other key stakeholders in the evaluation.

### Skills

The independent evaluator is expected to have experience covering the following areas:

- **Theory-based evaluation.** We suggest a theory-based evaluation is used. Although we are open to alternative suggestions if these can be evidenced
- **ODA Evaluation expertise.** We expect team members to have experience of evaluating ODA technical assistance programmes, and ideally have experience of evaluating UK International Climate Finance (IFC), with bidders able to demonstrate key skills around: effective scoping and framing of evaluation; delivery of bespoke/innovative methodologies; adding value through learning and dissemination activities; relationship management with international stakeholders; clear and concise reporting on complex programmes.
- **Understanding of the International Climate negotiations landscape, in particular in relation to capacity-building, negotiations support to climate vulnerable countries and implementation of collective agreements.** An understanding of the United Nations Framework Convention on Climate Change and associated processes.
- **Gender, Equality and Social Inclusion expertise.** The team will need to be able to review the programme through a GESI lens.

### Team Experience

The delivery team will need to demonstrate it has the right experience. It would be particularly helpful to have:

- Lessons learned from similar evaluations undertaken and how these will benefit this project, including experience of reviewing ODA Theories of Change and logframe and experience of delivering ODA Value for Money assessments.
- Experience of working with UK government departments and the ability to work collaboratively and flexibly with them to deliver agreed outputs.
- Experience of working internationally.

## 16. Programme Management Requirements

### *Evaluation Contract Financial Management*

To financially manage the evaluation contract, the following actions are requested:

- Draft and report against annual contract budgets, at agreed levels of detail, and conduct ongoing financial forecasting and reporting.
- Set up and apply robust fraud and error risk management systems that alert BEIS to any fiduciary risk or potential misuse of ODA or public funds more generally.

### *Quality Assurance*

The Supplier is required to produce and implement a quality assurance plan as part of the scoping report, and quality assurance measures should be factored into workplan timelines.

It is expected that the Supplier should share an outline of a deliverable's content or engagement tool prior to it being developed in full.

### *Transparency*

BEIS has transformed its approach to transparency, reshaping its own working practices and pressuring others across the world to do the same. BEIS requires suppliers (including the future Supplier for this contract) receiving and managing funds to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. Outputs from this evaluation will be published as part of this transparency effort, in full or in part.

It is a contractual requirement for the Supplier to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, record keeping, publishing of accurate data, and providing evidence of this to BEIS.

### *Gender, inclusion, and equality*

One key consideration in the design and delivery of this programme, as with all UK ODA programming, is the extent to which it complies with the Gender Equality Act (GEA) 2014. The GEA applies to all ODA programmes and makes consideration of gender equality a legal requirement. This means CASA needs to meaningfully consider the impact of an intervention on gender equality and demonstrate that it has done so before intervention goes ahead. The evaluation should provide an

assessment of how CASA has delivered against these requirements. The supplier's approach to this as well as their approach to their own GEA compliance in delivery of the evaluation should be integrated within proposal and evaluation design.

BEIS requires compliance with the GEA as a minimum. The Supplier must ensure that the principles of the UK's Public Sector Equality Duty, including but not limited to marginalised groups, are applied to all decisions regarding personnel throughout the delivery of this programme. See **Schedule 10** for more information on GESI.

#### *Risk appetite, fraud, and corruption*

BEIS has zero tolerance to fraud and corruption (including potential conflicts of interest). BEIS also has very stringent requirements regarding safeguarding of anyone who might be affected by CASA or the CASA evaluation. For more information, please refer to BEIS ICF Code of Conduct provided in **Schedule 11**.

#### *Whistleblowing*

If during the evaluation you find any risk of wrongdoing by the CASA programme or an associate of the programme, or any safeguarding complaints or incidents, these need to be reported to the BEIS ICF PMO immediately. In the first instance please report to the BEIS programme lead will pass it on to the safeguarding lead.

If it is inappropriate to raise concerns of misconduct or you do not feel comfortable reporting to the CASA programme lead, you should report it to the BEIS ODA Reporting Concerns inbox at [odasafeguardingconcerns@beis.gov.uk](mailto:odasafeguardingconcerns@beis.gov.uk).

Whistleblowing is taken very seriously; BEIS treat every issue with the utmost importance and every issue will be investigated as a matter of urgency and will be kept confidential. Please email [odasafeguardingconcerns@beis.gov.uk](mailto:odasafeguardingconcerns@beis.gov.uk) for any whistleblowing concerns.

BEIS will follow up safeguarding reports and concerns according to policy and procedure, all while respecting any legal and statutory obligations, including ensuring the relevant authorities have been informed within 24 hours. We will take the appropriate action based on the outcome of the investigation. We will work with the programme and delivery partners to ensure that the appropriate disciplinary actions are applied to those found in breach of policy.

#### *Ethics and Safeguarding*

BEIS expects the Supplier to adhere to the following Government Social Research (GSR) principles when conducting any research or related activities:

- a. Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings
- b. Participation based on valid consent
- c. Enabling participation (making sure that barriers to the participation of marginalised groups are addressed in the design of the research)
- d. Avoidance of personal harm
- e. Non-disclosure of identity and personal information

Compliance with these principles is a mandatory requirement and any omissions or non-compliance will be considered a performance issue and in serious cases may be considered a breach of contract.

*Data processing*

The Supplier will be compliant with the Data Protection Legislation, as defined in the Contract, and in existing agreements between BEIS, IFC and its clients. A guide to the General Data Protection Regulation (GDPR) published by the Information Commissioner's Office can be found [here](#).

The only data processing that the Supplier is authorised to do is listed in the Contract Terms and Conditions. BEIS and IFC will work with the Supplier during the scoping phase to refine and agree the GDPR table, and this will then be monitored during the lifetime of the contract.

*Transfer of Knowledge to BEIS, Business Continuity and Disaster Recovery Process*

The Supplier is required to set out how they will facilitate the effective transfer of knowledge and data to BEIS during programme closure. This includes the use and provision of all data used for the services (subject to commercial confidentiality considerations) and the transfer of any CASA evaluation documents (such as presentations, reports, and templates) for continued use by BEIS in any manner it chooses. Transcripts of all correspondences should also be returned to BEIS. This should also include provision for business continuity and or disaster recovery in the event of a known or unforeseeable event, for example COVID-19.

Any data produced by the Supplier will be either securely destroyed or transferred back to BEIS at the end of the contract and stored by BEIS. This is to be agreed following the commencement of services.

**17. Social Value**

In addition to the aims, objectives and outcomes of the project, all UK Government contracts are required to contribute to wider social value as an additional benefit of the contract. Social value is a broad term used to describe the wider social, environmental and economic effects of an organisation's actions, and how they contribute to the long-term wellbeing of individuals, communities and societies. More detail can be found [here](#).

Social value is not just a policy requirement. Social value directly supports the mission of BEIS, BEIS International Net Zero and the CASA programme. We require the CASA independent evaluation Supplier to deliver social value in the delivery of this contract. Although the whole of the specification of the CASA programme could be considered as contributing to social value, this element is specifically focussed on how the evaluation contract is delivered by the Supplier and is not about the evaluation methodology per se. Commitments on the inclusivity and benefits of the methodology should be included in the wider technical proposal.

The contract will include KPIs relating to the delivery of social value commitments. Government policy requires that evaluations of proposals during the procurement process commit at least 10% of the marks to social value considerations. Bidders are requested to explain how they will deliver social value outcomes on two themes (see also table 3):



- Fighting Climate Change
- Tackling Economic Inequality

How this will be evaluated for this contract is detailed in Table 5.

For the avoidance of doubt, social value is not a specific costed activity but is an added co-benefit of delivery and an approach to delivery that is expected of all BEIS suppliers.

BEIS takes a consistent department-wide approach to social value mapped against BEIS's departmental priorities. BEIS is interested in the following social value themes from the social value model. For the avoidance of doubt, suppliers do not need to offer social value activities in every criteria listed, although commitments are expected in each of the two themes.

Table 3: BEIS Priority Social Value themes and criteria

Theme	Outcome	Model Award Criteria (MAC)	Evaluation Weighting	Sub-Award Criteria
Fighting Climate Change	Effective stewardship of the environment	MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.	5%	<p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ol style="list-style-type: none"> <li>1. Understanding of additional environmental benefits in the performance of the contract and the way the contract is delivered, including working towards net zero greenhouse gas emissions.</li> <li>2. Collaborative ways of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.</li> <li>3. Delivery of additional environmental benefits through the performance of the contract, including working towards net zero greenhouse gas emissions.</li> </ol>
Tackling Economic Inequality	Increase supply chain resilience and capacity	<p>MAC 3.1 Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.</p> <p>MAC 3.3: Support the development of scalable and future-proofed new</p>	5%	<ol style="list-style-type: none"> <li>1. Activities that demonstrate a collaborative way to work with a diverse range of businesses as part of the supply chain. Illustrative examples: co-design and co-creation of services; collaborative performance management; appropriate commercial arrangements; inclusive working methods; and use of inclusive technology.</li> <li>2. Understanding of scalable and future-proofed new methods to drive greater modernisation of delivery and increase productivity.</li> <li>3. Approach to organisational learning and continuous improvement.</li> </ol>

Theme	Outcome	Model Award Criteria (MAC)	Evaluation Weighting	Sub-Award Criteria
		<p>methods to modernise delivery and increase productivity.</p> <p>MAC 3.4: Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.</p>		<p>4. Creation of a delivery environment that is conducive to the development of scalable and future-proofed new methods to modernise delivery and increase productivity.</p> <p>5. Approach to accessing, supporting and developing local knowledge in the delivery of the contract.</p> <p>6. Measures to ensure supply chain relationships relating to the contract will be collaborative, fair and responsible</p>

#### Suggested social value KPIs

Linked to the BEIS priority social value themes outlined above, the following are possible social value KPIs that are intended to provide examples of the types of things suppliers may propose. These KPIs are not compulsory and suppliers are welcome to propose alternative KPIs that better fit the social value commitments they are making in their own proposals.

**Theme: Fighting Climate Change**

## Model Award Criteria:

MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

## Possible KPIs:

- a. Percentage of carbon reduction (measured in metric tonnes carbon dioxide equivalents (MTCDE) across Scope 1, Scope 2 and Scope 3 by the supplier committed within the contract at a corporate level.
- b. Supplier committed to carbon Net Zero at a corporate level by an acceptable date.

**Theme: Tackling Economic Inequality**

## Model Award Criteria:

MAC3.1 Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.

MAC 3.3: Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

MAC 3.4: Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.

## Possible KPIs:

- a. Number of opportunities for local knowledge to be accessed in the delivery of the contract.
- b. Number of opportunities for local knowledge and skills to be supported and developed in the delivery of the contract.

**Annex A: Summary of Delivery - Phase One**

Name of beneficiary	Technical partner providing support	Area of Work	Description of support
Alliance of Small Island States (AOSIS)	<p><b>The following CASA Alliance Partners provided support to AOSIS during Phase One:</b></p> <p>Overseas Development Institute (ODI), Legal Response Initiative (LRI), Germanwatch, Climate Analytics, New York University (NYU), Climate Analytics</p>	Cross-Cutting Technical and Scientific support, incl Climate Finance	<ul style="list-style-type: none"> <li>- Support on planning and strategy for engagement in the negotiations, strategy and submissions support</li> <li>- Science-related support: includes technical and scientific support (briefings, advisory, technical notes)</li> <li>- Briefing/technical/real-time support at Ministerial and technical meetings in the bridging period</li> <li>- Advisory support on new climate finance goal and climate finance, transparency, accountability and reporting</li> <li>- Knowledge products for negotiators, interested experts, particularly women to increase climate finance capacities</li> <li>- Technical support to SIDS representatives.</li> <li>- Technical support to AOSIS chairs and coordinators at Ministerial consultations meeting and preparation</li> </ul> <p><i>Provision of technical support for the following meetings: technical expert dialogues on the New Collective Quantified Goal, UNFCCC Sbs, Standing Committee on Finance (SCF), Green Climate Fund (GCF) Board Meetings, COP27.</i></p>

Name of beneficiary	Technical partner providing support	Area of Work	Description of support
		Strategic/Policy, Communications, Legal, Training & Briefing	<p><i>Policy support:</i></p> <ul style="list-style-type: none"> <li>- Provision of Advice and Preparation of Written Outputs</li> <li>- Leveraging Negotiating Networks</li> <li>- Coordinating the Work of AOSIS</li> <li>- Developing Effective Capacity in Negotiators</li> </ul> <p><i>Communications support:</i></p> <ul style="list-style-type: none"> <li>- Preparation of Written Outputs &amp; Provision of Communications Advice</li> <li>- Developing Effective Capacity in Negotiators and Advisors</li> <li>- Leveraging Negotiating Networks</li> </ul> <p><i>Legal support:</i></p> <ul style="list-style-type: none"> <li>- Provision of Legal Advice and Preparation of Written Outputs</li> <li>- Developing Effective Capacity in Negotiators and Advisor</li> </ul> <p><i>Training &amp; Briefing Support</i></p> <ul style="list-style-type: none"> <li>- Drafted, reviewed and disseminated legal advice papers - COP outcomes assesment, updating Paris Agreement guidance;</li> <li>- Pre-COP training course</li> <li>- Individual mentoring to negotiations</li> <li>- Briefing papers and other knowledge products on Article 6 and adaptation</li> </ul>
		Other Support - IPCC & Adaptation	<p><i>Demand-driven support focused on reviewing the drafts of IPCC reports as well as plenary support, the project aims to:</i></p> <ul style="list-style-type: none"> <li>- Strengthened regional capacities on engaging with the IPCC process</li> <li>- Reviewed the report drafts and the Summary for policymakers with a focus on key issues for SIDS and LDCs</li> <li>- Discussed key challenges with the report and the modalities of the IPCC plenary to strengthen countries' active engagement during the review process</li> <li>- Allow country representatives to work on country priorities for government comments to facilitate submission of government comments</li> <li>- Strengthened interlinkages between IPCC focal points and the regional scientific community including IPCC authors to build regional capacity on engaging on scientific</li> </ul>

Name of beneficiary	Technical partner providing support	Area of Work	Description of support
			<p>matters, including in the IPCC process</p> <p><i>Adaptation work:</i></p> <ul style="list-style-type: none"> <li>- Educational adaptation webinars</li> <li>- GGA technical paper support and position paper creation</li> </ul>
Least Developed Countries (LDC)	<p><b>The following CASA Alliance Partners provided support to the LDC Group during Phase One:</b> Legal Response Initiative (LRI), International Institute for Environment and Development (IIED), Germanwatch, Climate Analytics</p>	Cross-Cutting Technical and Scientific support, incl Climate Finance	<ul style="list-style-type: none"> <li>- Technical assistance on capacity building on improved transparency, accountability and reporting</li> <li>- Technical advice and concept development on advancing negotiations on the new collective quantified goal on climate finance and addressing issues of Loss and Damage finance</li> <li>- Provision of knowledge products for negotiators, interested experts, particularly women to increase climate finance capacities</li> <li>- Thought leadership and dialogue on further advancing work on definitions of climate finance</li> <li>- LDC Chair's office support and transition of chairmanship</li> <li>- Real-time negotiation support</li> <li>- Mobilised increased climate ambition and building political momentum for countries to step up their 2030 ambition in line with 1.5oC and the outcomes in the Glasgow Climate Pact</li> <li>- Supported LDC engagement in the Global Stocktake</li> <li>- Science-related items: includes technical and scientific support (briefings, advisory, technical notes) to LDC representatives on 19 science agenda items relevant to the negotiations during SBs session, COP preparatory meetings (pre-COP27, informal consultations), COP27 pre-sessions, and COP27</li> </ul> <p><i>Provision of technical support for the following meetings: same as AOSIS.</i></p>

Name of beneficiary	Technical partner providing support	Area of Work	Description of support
		Legal, Strategic/Policy, Training & Briefing	<p><i>Legal, Strategic &amp; Policy Support</i></p> <ul style="list-style-type: none"> <li>- Drafted, reviewed and disseminated legal advice papers including</li> <li>- COP outcomes and assessment of decisions</li> <li>- Updated App and guide on Paris Agreement based on decisions at COP26</li> <li>- Pre-COP training course and individual mentoring</li> <li>- Provision of on-demand legal, technical and strategic advice</li> <li>- Analysis of submissions of other Parties</li> </ul> <p><i>Training &amp; Briefing</i></p> <ul style="list-style-type: none"> <li>- Supported preparing official LDC Group submissions to the UNFCCC</li> <li>- Supported preparing presentations by the LDC Group Chair and/or members at various internal and external meetings</li> <li>- Coordination of pre-session preparatory and strategy briefings, prepared for the LDC Group Chair and negotiators for UNFCCC meetings (including COP27) as well as bilateral meetings between the LDC Group Chair and other Parties, negotiating groups and officials from intergovernmental organizations.</li> <li>- On-demand briefings and submissions, capacity building and training, support to LDC internal meetings</li> </ul>
High Ambition Coalition / Republic of the Marshall Islands (HAC / RMI)	<b>The following CASA Alliance Partner provided support to the HAC during Phase One:</b> Germanwatch, Legal Response Initiative (LRI), Independent Diplomat (ID)	Cross-Cutting Technical and Scientific support, incl Climate Finance	<ul style="list-style-type: none"> <li>- Technical assistance on capacity building on improved transparency, accountability and reporting</li> <li>- Technical advice and concept development on advancing negotiations on the new collective quantified goal on climate finance and addressing issues of Loss and Damage finance</li> <li>- Provision of knowledge products for negotiators, interested experts, particularly women to increase climate finance capacities</li> <li>- Thought leadership and dialogue on further advancing work on definitions of climate finance</li> </ul> <p><i>Provision of technical support for the following meetings: same as AOSIS.</i></p>



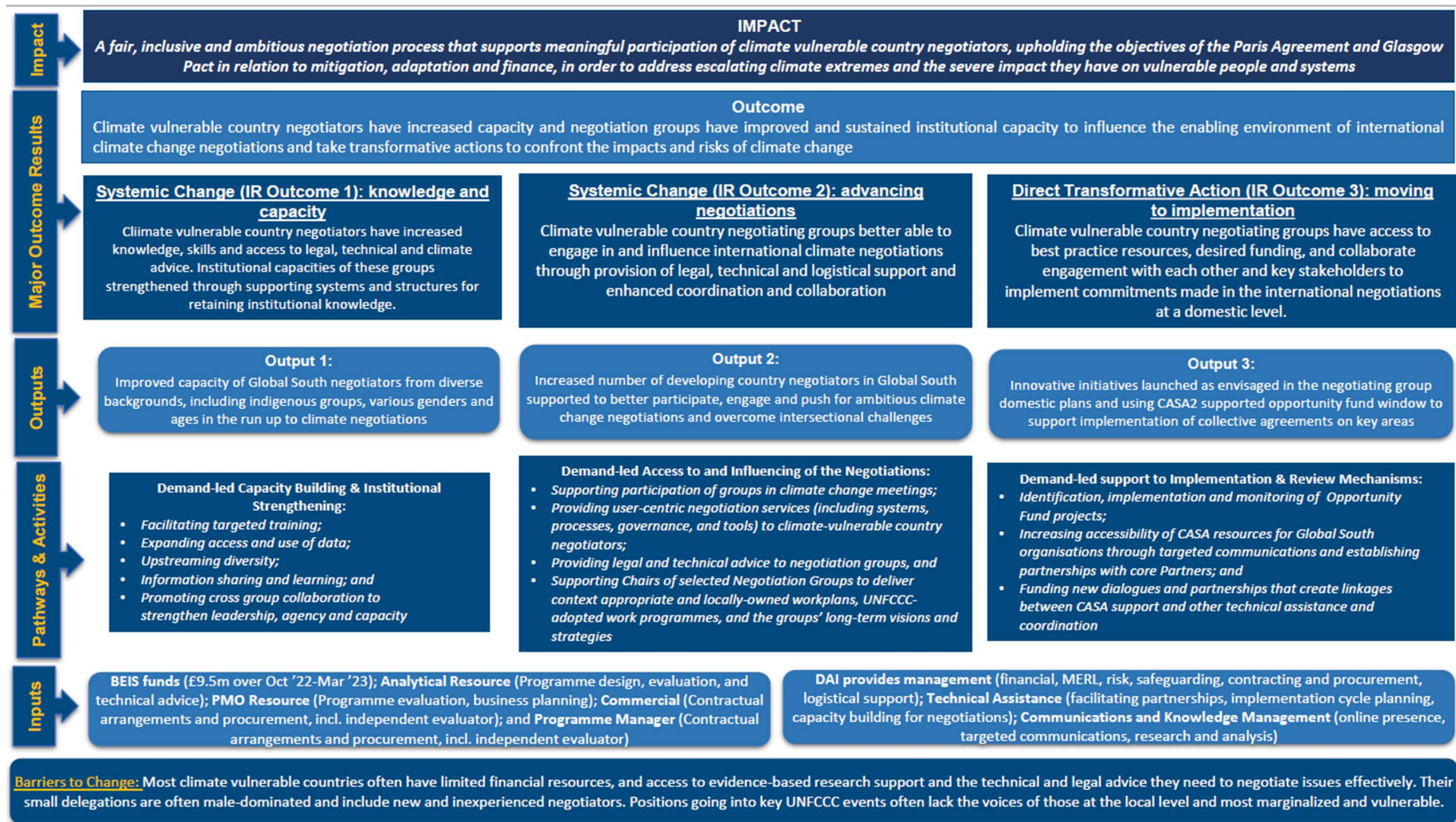
Name of beneficiary	Technical partner providing support	Area of Work	Description of support
		Legal, Training, Briefing/Engagement	<p><i>Legal</i></p> <ul style="list-style-type: none"> <li>- Drafting, reviewing and disseminating legal advice papers including on COP outcomes and assessment of decisions</li> </ul> <p><i>Training, Briefing &amp; Engagement</i></p> <ul style="list-style-type: none"> <li>- Further capacity building activities with pre-COP training course participants through individual mentoring or further in-country activities (e.g. workshops)</li> <li>- Diplomatic, briefing and engagement support to RMI, incl. delivering draft talking points and main messages for HAC members, and provide background briefings and analysis on key issues as needed, bilateral outreach to existing and new HAC members that joined during COP26</li> <li>- Supported preparations for and delivery of key events including bilateral meetings to conduct outreach, collect intelligence and agree approach with partners</li> <li>- Training sessions on climate diplomacy for the RMI Climate Change Directorate's youth program.</li> <li>- As per above, updating App and guide on Paris Agreement based on decisions at COP 26</li> </ul>

**List of Countries (CASA 1)**

Name of Country	International Climate Negotiating Group Membership
Afghanistan	LDC Group
Angola	LDC Group
Antigua and Barbuda	AOSIS / High Ambition Coalition
Bahamas	AOSIS
Bangladesh	LDC Group
Barbados	AOSIS
Belize	AOSIS / High Ambition Coalition
Benin	LDC Group
Bhutan	LDC Group
Burkina Faso	LDC Group
Burundi	LDC Group
Cabo Verde	AOSIS
Cambodia	LDC Group
Central African Republic	LDC Group
Chad	LDC Group
Comoros	AOSIS / LDC Group
Cook Islands	AOSIS / High Ambition Coalition
Cuba	AOSIS
Democratic Republic of Congo	LDC Group
Djibouti	LDC Group
Dominica	AOSIS
Dominican Republic	AOSIS / High Ambition Coalition
Eritrea	LDC Group
Ethiopia	LDC Group
Federated States of Micronesia	AOSIS
Fiji	AOSIS / High Ambition Coalition
Gambia	LDC Group
Grenada	AOSIS
Guinea	LDC Group
Guinea Bissau	AOSIS / LDC Group / High Ambition Coalition
Guyana	AOSIS
Haiti	AOSIS / LDC Group
Jamaica	AOSIS / High Ambition Coalition
Kiribati	AOSIS / LDC Group
Lao People's Democratic	LDC Group
Lesotho	LDC Group
Liberia	LDC Group
Madagascar	LDC Group
Malawi	LDC Group
Maldives	AOSIS / High Ambition Coalition
Mali	LDC Group
Mauritania	LDC Group

Name of Country	International Climate Negotiating Group Membership
Mauritius	AOSIS
Mozambique	LDC Group
Myanmar	LDC Group
Nauru	AOSIS
Nepal	LDC Group
Niger	LDC Group
Niue	AOSIS
Palau	AOSIS
Papua New Guinea	AOSIS / High Ambition Coalition
Republic of the Marshall Islands	AOSIS / High Ambition Coalition
Rwanda	LDC Group
Saint Kitts and Nevis	AOSIS
Saint Lucia	AOSIS / High Ambition Coalition
Saint Vincent and the Grenadines	AOSIS / High Ambition Coalition
Samoa	AOSIS
Sao Tome and Principe	AOSIS/ LDC Group
Senegal	LDC Group
Seychelles	AOSIS / High Ambition Coalition
Sierra Leone	LDC Group
Singapore	AOSIS
Solomon Islands	AOSIS / LDC Group
Somalia	LDC Group
South Sudan	LDC Group
Sudan	LDC Group
Suriname	AOSIS
Tanzania	LDC Group
Timor Leste	AOSIS / LDC Group / High Ambition Coaliton
Togo	LDC Group
Tonga	AOSIS
Trinidad and Tobago	AOSIS /High Ambition Coalition
Tuvalu	AOSIS / LDC Group
Uganda	LDC Group
Vanuatu	AOSIS
Yemen	LDC Group
Zambia	LDC Group

## Annex B: CASA Phase 2 Theory of Change



## **Schedule 3 – Supplier Proposal**

## Schedule 4 – Contract Price

*This Schedule has been created from that which originally appeared in the tender document when it was published during the procurement.*

### Contract Value

1. The value of this Contract during the Initial Term is **£399,163 GBP** exclusive of UK VAT but inclusive of any overseas VAT and taxes. This includes all funds to cover the fees and expenses of the Supplier and its subcontractors to deliver the specification detailed in Schedule 2.

### Contract Value during Extension

2. Take-up of any extension option may not lead to an increase in the overall contract profit margin as provided by the Contractor. In an extension period the Authority may consider accepting rate increases due to potential inflationary pressures or cost increases for fees and expenses where reasonable and justified. Where not reasonable or justified, such increases will be rejected by the Authority.

### Fee Rates

3. Daily rates are not being capped as part of this Contract. However, the Authority is looking for a budget that offers value for money and maximises the resources available to deliver the contract effectively. As such we expect daily rates and the appropriate balance of seniority of resources proposed to support this.
4. Although the Authority is not capping day rates, any rate proposed over £1000 per day must be separately justified given this Contract is funded by UK Aid.

### Expenses

5. Expenses and costs incurred by the Contractor in performing the services are eligible costs under this programme.
6. Eligible expenses including travel and subsistence that are compliant with the expenses policy in Schedule 5 will be reimbursed at cost and should be budgeted for by the Contractor.
7. Exceptions to the expenses policy must be agreed in writing in advance with the Authority prior to any costs being incurred. Any costs at odds with the expenses policy that are not pre-agreed are incurred at the Contractor's own risk.

### Pricing Structure

8. For budgeting purposes this Schedule includes a breakdown as follows:
  - Daily fee rates and planned delivery days/levels of effort for the Contractor's team and any core subcontractors for activities to deliver the final evaluation. The daily rates should be inclusive of all overheads and profit but exclusive of UK VAT.
  - Expenses
9. Through the budgeting approach for the CASA Phase 2 Independent Evaluation, the Authority is looking for transparency on what the programme costs to deliver and the

overall profit margin being made on the programme. The overall profit margin is declared below, treated as a maximum and monitored over the duration of delivery.

10. The Contractor shall declare the overall maximum profit margin anticipated over the lifetime of the Contract and report the actual profit margin on an annual basis. This will be self-audited by the Contractor, but the Authority reserves the right to request evidence if required.
11. The Authority anticipates that the budget split for the various phases of work will be fixed for the duration of the contract period. However, in line with agile contract management principles, the Authority expects the Contractor to actively manage the budget and discuss any concerns with regards to budget as soon as reasonably possible.

#### Payment Structure

12. The payment structure for this contract (for all work packages) is as follows:
  - Payments will be in arrears and based on delivery milestones.
13. Payment milestones are provided below but are subject to discussion in the contract negotiation stage and any rescoping phase. At least 40% of the budget for each phase will be reserved until the final delivery of each phase. Payments in advance of delivery are not acceptable.

#### Billing

14. Once a payment milestone is reached, a draft invoice will be submitted to the Authority contract officer for rapid review. Following approval, a final invoice should be submitted for payment.
15. Invoices will be submitted accompanied by such supporting documentation as may be agreed with the Authority contract officer. This will include expenses breakdowns and supporting receipts.
16. The Authority aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

#### Forecasting

17. The Contractor has provided a forecast of spend of the budget, below. Accuracy of forecasting is one of the KPIs that will be monitored over the duration of the contract.

#### Contractors Price Summary

18. The total Contract price is £399,163 (exclusive of UK VAT but inclusive of any overseas VAT and taxes.) This is further broken down in to three elements for each part of Service delivery as shown in Table 1 below.
19. The Contractor's maximum profit margin is **REDACTED**

Table 1: Summary budget

**REDACTED**

Contractors Price Summary

20. The proposed forecast spend is provided below.

**REDACTED**



Annex 1: Value for Money Statement:

**REDACTED**

## Schedule 5 – Correspondence

The below sections were included with the Contractor's Tender submission and as such should be read in conjunction with Schedule 3.

### ITT 830: SQ 6.2, Supply Chain Management

NIRAS applies a fair and transparent approach when working with sub-contractors in a manner consistent with FCDO's treatment of its prime supply partners and without restrictive exclusivity agreements.

Our contract processes clearly outline the responsibilities and practices of NIRAS and our sub-contractors, adhering to wider HMG policy initiatives including the Prompt Payment Code and supporting SMEs, adherence to modern slavery prevention (latest statement online at [https://www.niras.dk/media/ca0npwa3/modern-slavery\\_2023.pdf](https://www.niras.dk/media/ca0npwa3/modern-slavery_2023.pdf)) and human rights principles, as well as the NIRAS' ISO 9001:2015 accredited business integrity management system for the provision of consultancy and project management services.

We are a member of the UK's Prompt Payment Code (see Figure 1). As part of being a member we confirm that we have paid 95% of invoice within 30 days and 100% within 60 days. Our standard payment terms in our sub-contracts and immediate supply chain have been to pay within a maximum of 30 days and this was adhered to by LTS International Ltd, which became part of NIRAS Group (UK) within the most recent financial year (November 2022), and we are not aware of any instances in other parts of NIRAS Group (UK) where these payment terms were not adhered to. This aligns with the expectations of the Prompt Payment Code.


Logo/Mark	Registration No.	Class	Goods/Services	Status	Jurisdiction
		35	Advertising; business management; business administration;	To be applied	International Registration Extension to United Kingdom

Figure 1: NIRAS is a member of the Prompt Payment Code with authorisation to use the Prompt Payment Code logo in promotional materials.

NIRAS has experience managing a number of assignments for various HMG departments, including BEIS and DEFRA, and is also a Tier 1 FCDO supplier which adheres to the FCDO Supply Partner Code of Conduct. We are also experienced with HMG reporting requirements, including IATI reporting.

The following examples provide an overview of the management practices that NIRAS adheres to in order to maintain healthy and accountable supply chains in our programme delivery. On the International Multi-Disciplinary Programme (IMDP) framework agreements, NIRAS has led partnerships with multiple organisations on three high value lots and one low value lot. For instance, on the IMDP Lot 16 (Infrastructure, High Value) framework agreement, NIRAS successfully manages a supply chain of international and local suppliers via a high value call down contract in Ethiopia to provide climate resilient water, sanitation and hygiene (WASH) services. NIRAS also leads a partnership with multiple sub-contractors on the General Economic Development Framework (GEDF) agreement.

All sub-contractors in our supply chains will fully adhere to all established procedures, guidelines and quality control of NIRAS as the lead supplier. We ensure clear agreement on deliverables with each sub-contractor and a regular review of their work plan. Our Project Management and Quality systems provide established processes for this purpose.

Our web-based system for Project Management, CVPT (CV and Project Management Tool), offers a fully integrated supplier management and collaboration tool, providing all consortium partners and contracted experts with access to relevant documents and guidelines. Our Project Management and Quality systems are compliant with the international Quality Management System ISO 9001:2015.

The Project Management and Quality system is interwoven into CVPT and includes clear follow-up mechanisms to prevent quality failures in implementation and risk mitigation including a Quality Assurance Plan and Project Risk Register, identifying follow-up mechanisms, warning indicators, and corrective measures that are adjusted to each contract before and during implementation. This allows for monitoring and timely tracking of sub-contractors' performance and inputs vis-à-vis project outputs and offers clear follow-up mechanisms to prevent quality failures during implementation. Similarly, our financial management system, Maconomy, has been recently updated with new features such as Project Management dashboard, which is constantly updated and allows for both attentive monitoring of spending and deviations, also by sub-contractors, a more precise financial forecast and data-driven decision making.

The below table is produced from relevant Clarifications received during the procurement process. It should be read in conjunction with Schedule 2.

Number	Query	Response
1	Is it possible for the Contractor to add subcontractors post-award?	Contractors are able to add subcontractors post-award. This would need to be agreed with the Authority in advance and evidence of suitable due diligence on them as well as clarity on their role in the project delivery would need to be provided.
2	Please can you confirm whether you will be providing the contact details for the stakeholders who will be interviewed/completing the online survey? Is there a group of stakeholders who may not have access to the Internet?	All stakeholders will have internet access and the Authority will provide contact details but expect the contractor will identify other relevant stakeholders during the first stage of the project.
3	What do you mean by the independent evaluation is utilisation focused?	The evaluation will cover three objectives that highlight its utilisation-focused nature: <ol style="list-style-type: none"> <li>1. Understanding the effectiveness of the UK's long-term support (2011-2022) to climate vulnerable country negotiators in achieving a fairer, more inclusive negotiations process that enables the meaningful participation of climate vulnerable country negotiators;</li> <li>2. Understanding the effectiveness of the design and delivery of CASA phase two (from 2022-2025) against its intended outputs and outcomes, as the UK's current technical assistance programme for climate vulnerable country negotiating groups; and</li> <li>3. Informing the evolution of CASA and thinking on the future of the UK's support to climate vulnerable country negotiating groups.</li> </ol>
4	There appears to have been some slippage in timelines. It was indicated that the successful contractor would have the opportunity to attend the Bonn Conference as part of Scoping phase. Do the Authority consider any significant implications of the slippage for the learning and evaluation exercise?	We do not consider there to be any significant implications to the learning and evaluation exercise of the supplier not attending the Bonn Climate Conference.
5	Please could the Authority clarify what are the current monitoring and data collection expectations for delivery partners. The documents	The results framework and MEL activity for CASA phase two is still in development. We expect the breadth and depth of MEL activity undertaken by the Delivery Partner to be similar to CASA phase one.

Number	Query	Response
	indicate outcome mapping has been used in the past. Is the expectation from the Authority that the delivery partners are currently continuing the similar data collection / monitoring activity?	

*A Delivery Partner Review has not been required for this Contract. This is because the Contractor has recently undergone a review with Department for Environment, Food and Rural Affairs.*

*The Authority wishes to be kept updated on the progress of NIRAS' response to Findings and Recommendations (Section 3 in the attached). Progress on these issues will be reviewed as a minimum annually as part of governance arrangements.*

**REDACTED**

## Schedule 6 – Expenses Policy and Eligible Costs

### 1. Background to guidance

[Managing Public Money](#) (2022), HM Treasury guidance on the use of public funds, demonstrates the Government's clear stated policy that taxpayers' money is used as intended. In order to **increase transparency, clarity and consistency** in the spending of funds this eligible expenditure guidance forms part of this contract. In the event of any conflict between the contract or agreement terms and conditions and this document the contract or agreement will take precedence.

This guidance document provides details of both eligible expenditure and items of expenditure that are expressly ineligible and should be referred to when submitting the budget template supporting your proposal. The guidance will help organisations calculate the full cost of a particular project or service, including an appropriate share of all relevant support services and other overheads/indirect costs as appropriate.

The Authority reserves the right to make changes to this document from time to time in line with developments in Government policy.

### 2. Principles of eligibility

The contract amount is to be used solely for costs included in the budget for the delivery of the outputs and outcomes in the log frame or agreed results model framework. These costs must:

- Be actually incurred by the recipient
- Be incurred within the period set out
- Be indicated within the cost budget
- Be incurred in connection with and necessary for implementation
- Be identifiable, verifiable and recorded in the recipient's accounts in accordance with applicable accounting standards and with the beneficiary's usual cost accounting practices
- Be compliant with applicable national law on taxes, labour and any all other relevant national law
- Be reasonable, justifiable and compliant with the principles of sound financial management

**Expenditure cost categories containing specific eligible and ineligible definitions are defined within this guidance and the budget should be completed in line with the guidance.**

### 3. Foreign exchange

All costs within the budget must be in GBP. Suppliers operating in another currency must convert to GBP at the spot FX rate and the source and value of any exchange rates used should be referenced in the budget.

### 4. Ineligible costs (applicable to all budget categories)

The following expenditure items are explicitly ineligible across all expenditure cost categories unless permitting them is a specific requirement of the contract (this list is not exhaustive and does not override activities which are deemed eligible and explicitly agreed as part of the contract):

- Lobbying UK government, i.e. activities which aim to influence or attempt to influence Parliament, UK government or political activity, or UK legislative or regulatory action
- Activities which directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the contract
- To petition UK Government for additional funding
- Activities which may lead to civil unrest
- Activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief



- Interest payments or service charge payments for finance leases
- Gifts
- Statutory fines, criminal fines or penalties
- Payments for works or activities that are fully funded by other sources whether in cash or in kind, for example if premises are provided free of charge, the Authority will not contribute to a notional rent
- Activities in breach of UK Legislation on Subsidy Control
- Bad debts to related parties<sup>10</sup>
- Payments for unfair dismissal or other compensation
- Replacement or refund of any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds
- The cost of any fines or charges applied by local Governments or by any local public authority
- Costs or benefits provided to any public official or third party if there is a high likelihood that the payment or benefit was for improper purposes (e.g. facilitation payments)
- Fundraising (with the exception of any agreed allocated costs not attributable to the project (indirect costs))
- Foreign exchange as a standalone budget line
- Contingency or risk premium
- Depreciation (with the exception of any agreed allocated indirect costs)
- Debt repayment
- Auditing or accounting costs associated with the production of Reasonable Assurance Reports for grant claims
- Costs associated with preparing bid or commercial proposal prior to a formal agreement being executed or in the preparation of proposals for the take up of contract extension options
- Costs incurred prior to a formal agreement being executed
- **Unless directly attributable to the programme**, advocacy and campaigning, marketing and communications, policy, retainer fees, capital expenditure, land, bank charges and insurance (unless, by exception, explicitly agreed in writing in advance).<sup>11</sup>

Additional exclusions relating to specific expenditure cost categories are detailed in this guidance and are mandated in addition to the above general ineligible costs. In case of any doubt, the delivery partner or supplier should consult the Authority in advance.

## 5. Expenditure cost categories

In an organisation there are two types of costs that are incurred as a result of running a project or service: Direct Programme Costs and Indirect Costs.

**Direct Programme Costs** are subdivided further into two types of Direct Costs:

- (a) Direct project costs:** These are all the costs that are clearly and directly *incurred because of the project*. Typically, they include the salaries of project staff, their travel and subsistence, project materials, and all other costs easily identifiable as part of the project.
- (b) Directly attributable project costs:** These are all the costs that are clearly and directly *attributable to the project*. Typically, they include country office resources specifically allocated to the project.

**Indirect costs** comprise those overhead costs that are not attributable to a project. These costs are incurred by an organisation in order to support the projects that it runs.

## 6. Direct programme costs

Direct programme costs are activities and costs directly incurred in the delivery and implementation of the programme and are directly linked to specific project outcomes and

<sup>10</sup> "Related Party" has the same meaning as in international accounting standards.

<sup>11</sup> There are limited circumstances where it is appropriate to include insurance costs, for example to meet legal obligations or where doing so provides value for money (this is an extract from [Managing Public Money](#))

results. This generally includes frontline delivery costs and programme management and support costs.

#### **6.1. Staff costs (including payroll taxes and benefits)**

All individuals working under an employment contract, a direct contract (consultant), a sub-contractor or an individual seconded and assigned to the programme are eligible costs. Each salaried and non-salaried staff member should be assigned a role and the daily fee rate should be individually listed:

The daily fee rate is deemed to cover the cost of salary remuneration and benefits including superannuation (pension) and payroll taxes. If the cost is that of a sub-contractor, the daily fee rate will be the total invoiced cost chargeable to the project. A line item stating total staff costs will not be accepted.

The Authority will only reimburse productive days' work.

You should include details in your budget where time is being donated to programmes at no charge (in-kind contributions).

#### **6.2. Management fees**

The costs incurred by the Lead Organisation of managing both the recruitment and project work of external consultants and delivery partner programme staff where these are significant – i.e. they result in specific additional direct programme costs that are in excess of normal organisational establishment cost levels are eligible costs.

#### **6.3. Frontline programme delivery costs**

Frontline delivery expenditure includes commodities for beneficiaries or participants, transport of commodities (excluding vehicles which are capital expenditure and driver salaries which are included under travel costs, but including freight and logistics), storage of commodities, training and associated costs for beneficiaries or participants, disbursements to beneficiaries or participants, and any other frontline delivery costs associated with the delivery of programme outputs. This excludes staff costs, travel accommodation and subsistence, and capital expenditure which should be detailed separately under expenses.

#### **6.4. Capital expenditure items**

Capital expenditure includes specialist equipment, office furniture and equipment, standard and off-road motor vehicles and any other project related equipment. Any aspect of capital expenditure included must be fully justified as contributing to the sustainable outcome of the project. The cost should be recorded in the year in which the purchase is planned; do not spread the cost of a new purchase over the lifetime of the project. **Depreciation is not an allowable expense.**

Ownership of any capital items bought using the Authority's funds is retained by the Authority throughout the lifetime of the project. The future use of an item will be discussed and agreed on project completion.

There is a requirement for a programme asset register to be maintained for all assets purchased at a value of £500 or more.

#### **6.5. Travel, subsistence and accommodation**

Travel undertaken for delivering the programme (including that related to monitoring, evaluation and learning activities) are eligible costs. This includes air, rail, car hire and other travel costs, hotel and accommodation costs, subsistence, travel management fees, travel documentation costs (e.g. passport/visa costs), travel vaccinations. The budget should include as much information as possible about travel plans.

**The Authority is committed to working towards Net Zero both domestically and internationally. As such all Authority suppliers should look to minimise travel as much as possible. Where travel cannot be avoided the greenest option should be chosen.**

### 6.5.1. Ineligible expenses

The following are ineligible expenses and may not be claimed. Exceptions must be agreed in writing with your Authority contract or agreement manager prior to any costs being incurred. Authority contract managers may also need to seek senior civil service and/or specialist approval for any exemptions. Any costs incurred without prior written approval are incurred at the supplier's own risk and expense and will not be reimbursed by the Authority.

- Alcohol
- Tobacco
- Personal entertainment/recreation or travel
- Per diems (N.B. at cost accommodation and subsistence can still be paid for supported by receipts)
- Business and first-class travel or fully flexible tickets for flights or ground transportation
- Clothing
- Laundry
- Excess baggage
- Extra legroom
- Other travel facilitation costs e.g. charges to select a seat in advance of travel

### 6.5.2. Travel

Travel and living expenses will be paid at a rate consistent with the [HMRC's schedule of rates](#)<sup>12</sup>.

All journeys by rail or air will be budgeted by a class of travel that is no more than **"standard economy"** unless higher travel classes are representative of improved value for money or are required to adhere to specific legislation, for example the Equality Act 2010. Your Authority representative will confirm if this is appropriate, and no travel should be booked in a class higher than "standard economy" **without express written permission**. First class travel will not be permitted under any circumstances. If a supplier books anything other than standard economy travel without prior written approval, these costs are incurred at their own risk and expense.

The most economical form of transportation must always be used. The use of taxis or car rental where safe, frequent and reliable public transport exists must be justified.

For car journeys less than or equal to 10,000 miles in a personal car, these will be reimbursed at 45p per mile.

### 6.5.3. Subsistence

Alcohol and tobacco are not allowable subsistence items under any circumstances.

Where food, refreshments, transportation, accommodation or other expenses are required for the participants of a workshop, conference, seminar etc. (including staff of the supplier or project partners) all costs must be reasonable and follow these guidelines.

In the event that a supplier is not able to stick to these rates they must contact their Authority contract manager to discuss and provide a rationale for any exemption. Exemptions must be provided in writing by the Authority in advance of any above-rate expenses being incurred. In the event that a supplier incurs above-rate expense without prior written approval, these costs are incurred at their own risk and expense.

As per the guidance in this document, expenses are to be claimed and paid for based on actual expenses incurred supported by receipts. The Authority will not pay fixed per diems.

## 6.6. Passport and visa costs

Staff travelling overseas must have a valid passport. In the event that staff do not have and have never owned a full Passport, the costs associated with issuing a new passport may be claimed from the Department. Written approval is required before entering into, or

<sup>12</sup> <https://www.gov.uk/government/publications/scale-rate-expenses-payments-employee-travelling-outside-the-uk> -



committing to, this process from your Authority Contract Manager who will require explicit advance approval from their Finance Business Partner.

**Costs for renewing or replacing expired passports are not reclaimable from the Department.**

In the event that staff are travelling to a country that requires a visa with an associated cost, claims for reimbursement may be made.

## 6.7. Claiming expenses

To be reimbursed, expenses must be incurred during the period of the project and be linked to the approved budget lines and activities of the project. All expenses must be clearly detailed and evidenced, showing the actual cost incurred supported by receipts, tickets, hotel bills etc.

- Every expense claim should include sufficient information to justify each expense and should include what the expense is, the date it was incurred and the reason why. All travel claims must state the journey start and end location.
- Bank or credit/debit card statements alone are not acceptable evidence, though must also be provided if the receipt does not evidence payment.
- The currency in which the expense was incurred should always be detailed. If this is not GBP, evidence should be provided showing the exchange rate to GBP (ideally a bank statement showing the GBP cost debited or details of the exchange rate from [www.xe.com](http://www.xe.com) or [www.oanda.com](http://www.oanda.com)). There are several accepted approaches. So long as used consistently, reporting can use the exchange rate on the date each expense was paid; the date the invoice was submitted; or the monthly average. For advance payments, the rate used can be the date the money was paid from the bank.
- Per diem rates will not be reimbursed. However, actual expenditure (evidenced by receipts, invoices etc.) on accommodation, subsistence and travel can be reimbursed.
- Air miles or equivalent reward schemes should not be used to pay for the cost of flights as they will not be reimbursed.

## 7. Indirect costs

Indirect costs are overhead costs that relate to the overall operations, management and identity of the supplier rather than to programme services. These costs are necessary for programmes to function although cannot be clearly linked to specific project outcomes and results (i.e. business expenses not including or related to direct labour, direct materials or third-party expenses that are charged directly to projects).

Typically, they include overall management and employee costs, administration and support, equipment, space and premises costs, and activities that relate to the whole organisation and partly support your project, but also support your other projects. These may include:

### 7.1. Premises and office costs

This category relates to all costs associated with the organisation's premises and office including rent and imputed rent, mortgage costs, depreciation, management of facilities, building insurance, rates, maintenance and cleaning, groundworks and gardening, utilities, catering, vending services and residential accommodation.

### 7.2. Central function costs

This category relates to all costs associated with the organisation's Board of Directors including basic salary, maternity and sick pay, other paid leave (sabbatical, vacation, home leave, and paid holidays) overtime, allowances, payroll taxes, pensions, travel and subsistence and telephone.

It also relates to all salary and on-costs associated with the organisation's central functions including but not limited to human resources, finance, information technology, secretarial, internal audit, policy and research and evidence departments, marketing, office management and any other central support functions, travel and subsistence, bank charges and recruitment costs.

### 7.3. Governance and strategic development costs

This category relates to external expert and professional services expertise brought in when in-house skills are not available, including payments for services contracted to provide strategic or governance direction, financial, management, procurement, legal, audit, human resources or technical advice. This includes any other internal governance and strategic development cost that is not a central function cost or premises and office cost.

### 7.4. Share of indirect costs

Since different projects make different demands on the organisation it is important to note that indirect costs are not necessarily proportional to the direct costs of a project. Indirect costs should be shared between on a fair and reasonable basis. This means:

- Each programme's share of the indirect cost is appropriate given the nature and extent of its activities (i.e. a programme does not receive a share of overheads that it does not incur).
- There is a rational basis for the method used to share indirect costs that can be justified and supported.
- The allocation of indirect to the programme is only an estimate. The allocation method must be fair and reasonable based on the information you have.

A straight percentage allocation to the budget is not based on an understanding of your organisation's overheads and is therefore unlikely to meet the principles detailed above. If you intend to raise income for your programme from other sources, we expect those sources to cover their fair share of the programme's indirect costs. The Authority will only fund its share of the programme's overheads. We would not expect to fund a greater share of indirect costs than the share of the programme direct costs we are funding.

### 7.5. Accounting and budgeting for indirect costs

We anticipate that, in the vast majority of cases, indirect costs will be included in the daily fee rates of staff and a further breakdown is not required at the time of bidding. If indirect costs are not included in daily rates and you need to list them separately, please speak to the Authority.

## 8. Payment basis and cost verification

The Authority and HMG operate on a policy of operational need. Payments are made in arrears according to the Authority policy rules unless in exceptional circumstances and where otherwise expressly agreed in writing. We expect our partners to follow the same principles downstream with their subcontractors and partners.

An assessment of the eligibility of the costs included within your proposal will be conducted prior to the award of any contract or funding agreement.

## Schedule 7 – Performance Management

The successful supplier will be subject to the following performance management conditions and Key Performance Indicators (KPIs).

The CASA Phase 2 Independent Evaluation contract performance will primarily be measured and managed using Key Performance Indicators (KPI). The requirements of the relevant contract schedule will apply throughout service delivery. Table 6 below provides some indicative KPIs that will be finalised and agreed with the Supplier during the contracting stage.

Key Performance Indicators (KPIs) or Service Levels will be used to align the Supplier's performance with the requirements of the Authority. KPIs must be realistic and achievable, and have to be met, in order to demonstrate that the services are being delivered to an adequate quality.

BEIS reserves the right to amend the existing KPI's detailed below or add any new KPI's. Any changes to the KPI's will be agreed with the Supplier and, during delivery, be confirmed by way of a formal contract amendment.

KPIs will be monitored on an at least quarterly basis by BEIS and will be reported on each quarter. The Authority will reserve the right to request reporting of KPIs on a more frequent basis if performance levels would suggest increased monitoring is required.

BEIS reserves the right to publish contract KPIs and performance against these in line with departmental and cross-Government requirements.

Performance of each KPI will be recorded against a red, amber, green "score", as described below, with a red score constituting a Service Level Failure. These levels of performance are detailed in the table below, along with the frequency of reporting. As a minimum, the Supplier will be required to report against KPIs (where possible) in each quarterly invoicing period.

Where KPI's have not been met because of issues outside of the Supplier's direct control, the Authority may choose to disregard the KPI penalties and corrective measures in that instance.

### *Scoring methodology for KPI criteria:*

1. Green Score: If a green score has been awarded to a KPI then no further action is required from the Supplier, with the exception of continuing activities to maintain this score for the next reporting period.
2. Amber Score: If an amber score is awarded, the Supplier should examine and implement measures to prevent this KPI being scored an amber in subsequent reporting periods. The Authority will not expect formal improvement measures at that stage. If a single KPI is awarded amber in two consecutive invoice periods, or twice in four consecutive invoicing periods then the Supplier should create and implement a Remediation Plan at their own cost. This should detail how they will change their practices to prevent another amber score being awarded for this KPI. The timeline for producing this Remediation Plan should be agreed between the Authority and the Supplier and should only be implemented following approval by the Authority. The Authority reserves the right to

terminate the Contract if a satisfactory Remediation Plan cannot be agreed.

3. Red Score: If a red score is awarded, this is considered a Service Level Failure. The Supplier should create and implement a Remediation Plan at their own cost. This Remediation Plan should detail how they will change practices to prevent another red score being awarded for this KPI. As above, the Authority must agree to the timelines and contents of the Remediation Plan prior to implementation and reserves the right to terminate the Contract if a satisfactory plan cannot be agreed. If, following implementation of a Remediation Plan, the Supplier scores a red in the same KPI in any subsequent period throughout the duration of the Contract, the Authority reserves the right to terminate the Contract. The Authority also reserves the right to terminate the Contract if a KPI red score has been awarded without requesting a Remediation Plan if it is of the opinion of the Authority that a Material Default has occurred. The Authority reserves the right to suspend, or partially terminate the Contract, while a Remediation Plan is being developed and agreed, where there is justification to do so.

Key performance indicators applicable to this contract

The following draft KPIs will apply to this contract. These KPIs are subject to discussion with the winning bidder and may be amended by the Authority before contract signature and throughout the delivery of the programme in response to contract reviews and the needs of the programme and with the agreement of the Supplier.

## Contract Key Performance Indicators

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Level	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
Social Value	SV1	Fighting Climate Change	Niras to record the % of carbon reduction (MTCDE) across Scopes 1-3 while delivering this programme		Carbon offsetting plan, with timelines and targets and progress against targets which is shared with DESNZ. Emissions and waste (in MTCDE and metric tonnes. Report to include:	Report shared on time and progress on track against all targets set.	One or more targets missed by up to 10%.	One or more targets missed by more than 10%	Plan agreed 6 weeks from contract signature and progress against targets reviewed annually.
					<ul style="list-style-type: none"> <li>GHG emissions reduced by travel avoided.</li> <li>GHG emissions as sociated with project travel.</li> <li>Travel/offsetting receipts.</li> </ul>				

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Level	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
Social Value	SV2	Waste Reduction learning engagement opportunities	A learning opportunity offered to DESNZ stakeholders on Waste Reduction in a consultancy service provision.		Hold one learning engagement opportunity by the end of the contract, engaging with stakeholders about Waste Reduction and sharing the material with DESNZ.	>80% of learning engagement participants rate the opportunity as useful and relevant for their work	60 – 80% of learning engagement participants rate the opportunity as useful and relevant for their work	<60% of learning engagement participants rate the opportunity as useful and relevant for their work	Plan agreed 6 months from contract signature, then annually thereafter.  One event by August 2025
Social Value	SV3	Create a diverse supply chain to deliver the contract	Number of opportunities for local knowledge to be accessed in the delivery of the contract.		Local stakeholders input to analytical outputs. E.g., stakeholder interviews and consultations.	>60% local stakeholders (where local can include local staff employed by technical	50-59% local stakeholders (where local can include local staff employed by technical	<50 local stakeholders (where local can include local staff employed by technical partners	Delivered in the interim and final evaluation

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Level	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
						partners as well as negotiators themselves)	partners as well as negotiators themselves)	as well as negotiators themselves)	
Social Value	SV4	Support the development of scalable and futureproofed new methods to modernise delivery and increase productivity.	Presentation/discussion of evaluation methods at relevant conferences and venues		Two presentations per year, with outputs to be included in learning and dissemination outcomes reporting.	≥2 per annum	1 per annum	<1 per annum	Plan agreed 6 weeks from contract signature, then at interim and final evaluation
Social Value	SV5	Demonstrate collaboration throughout the supply chain	Number of opportunities for local knowledge and skills to be supported and developed in the delivery of the contract.		3 direct local team members (i.e., consultants)  10 local experts as learning event participants (i.e. as co-hosts/presenters)	≥3 direct local team members and 10 indirect local learning event participants	1-2 direct local team members and 1-9 indirect local learning event participants	<1 direct local team members and <1 indirect local learning event participants	Delivered at interim and final evaluation, with monthly dashboard reports.

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Service Level Threshold				Frequency
				Target	Target: Green	Target: Amber	Target: Red	
Finance	F1	Forecasting accuracy	% variance between actual invoiced amounts and forecasted amounts.	Invoiced amount within 10% of forecast	<10%	>10% - <15%	>15%	Quarterly
Finance	F2	Accurate and timely invoicing	% of accurate and compliant invoices and quarterly financial reports submitted on time	Financial reports/invoices submitted on time	Within 10 working days of the end of the reporting period	Within 15 working days of the end of the reporting period	Within >15 working days of the end of the reporting period	After outputs signed off
Reporting	R1	Reporting provided in a timely, accurate and concise manner	Quarterly narrative/risk/performance management reports submitted on time as agreed with BEIS	Reports submitted on time with respect to agreed deadlines	On time Prompt response to feedback enabling high quality output to	5 working days after High quality output within 3 weeks of	>5 working days after agreed deadline. High quality output	Quarterly



Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Service Level Threshold				Frequency
				Target	Target: Green	Target: Amber	Target: Red	
					be agreed within 2 weeks of product delivered	product delivered agreed deadline	take >3 weeks to agree after product delivered	
Reporting	R2	Transformational Change Report	Comprehensive and high-quality programme data, as judged by BEIS, is submitted on time, as agreed with BEIS to inform the annual MEL report	Reports submitted on time with respect to agreed deadlines	Prompt response to feedback enabling high quality inputs to be agreed within 2 weeks of delivery deadline	High quality inputs agreed within 3 weeks of delivery deadline	High quality take >3 weeks to agree after delivery deadline	Approach to be agreed in the scoping report, and then annually reported against
Comms	C1	Relevant programme outputs disseminated	Number of dissemination workshops to be held in the delivery of the contract	Three workshops for the mid-term and 3 workshops for the final evaluation (6 in total)	3 dissemination workshops delivered in the	2 dissemination workshops delivered in the	1 dissemination workshops delivered in the	Delivered in the interim and final evaluation

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Service Level Threshold				Frequency
				Target	Target: Green	Target: Amber	Target: Red	
					mid-term evaluation and 3 workshops delivered in the final evaluation	mid-term evaluation and 2 workshops delivered in the final evaluation	mid-term evaluation and 1 workshop delivered in the final evaluation	
Comms	C2	Relevant programme outputs disseminated effectively	% of delegates at dissemination events who feedback positively on the event. Total number of views online of published outputs (and % who rate outputs useful)	% of beneficiaries who respond positively	>80%	60-80%	<60% feedback positive	After interim and final evaluation outputs
Delivery	D1	Mandatory outputs successfully on track	Outputs are on track to be completed on time and on budget to the required quality	High quality outputs delivered on time/on budget unless agreed in advance otherwise	Prompt response to feedback enabling high quality output to be	High quality output agreed within 3 weeks of delivery deadline	High quality output takes >3 weeks to agree following delivery deadline	Quarterly

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Level	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
						agreed within 2 weeks of delivery deadline			
Delivery	D2	Value-added outputs successfully on track	Value-added outputs, suggested by Contractor, successfully on track		outputs delivered on time/on budget unless agreed in advance otherwise	100%	70-99%	<70%	Quarterly
Delivery	D3	Inputs are delivered as agreed at the scoping stage	All methodology inputs are on track to be completed on time and on budget		Inputs delivered on time/on budget unless agreed in advance otherwise	Prompt response to feedback enables high quality inputs to be agreed within 2 weeks of delivery deadline	High quality inputs agreed within 3 weeks of delivery deadline	High quality inputs take >3 weeks to agree following delivery deadline	Quarterly
Collaboration	CB1	Effective working with BEIS and the	Positive feedback from key BEIS stakeholders on how		Contractor gets positive feedback against all	>90% of principles get	70-99% principles get	<70% principles get	Quarterly

Service Level Performance Criterion (KPI Category)	Ref. No.	Key Performance Indicator	Service Performance Measure	Level	Service Level Threshold				Frequency
					Target	Target: Green	Target: Amber	Target: Red	
		<b>Delivery Partner</b>	the Contractor is performing in relation to the ways of working 3-way MOU		principles in the MOU	positive feedback	positive feedback	positive feedback	
<b>GESI</b>	<b>G1</b>	<b>GESI integration into methodology</b>	Evidence in planning and reporting of how GESI lines of enquiry, hypothesis and indicators are integrated in the evaluation framework and research tools		Clear sections in planning and reporting documentation covering GESI commitments made in proposal.	GESI integration demonstrated to the full extent offered in proposal.	GESI integration partially demonstrated as compared to the offered approach in proposal.	GESI integration not demonstrated	Quarterly

## Schedule 8 – Processing, Personal Data and Data Subjects

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

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

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

1. The contact details of the Authority's Data Protection Officer are:

The Authority Data Protection Officer  
Department for Energy Security & Net Zero  
1 Victoria Street  
London  
SW1H 0ET  
Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

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

**REDACTED**

3. The nature of the service will require the Contractor to collect personal data directly from data subjects. The Contractor will use the agreed Authority privacy notice as instructed by the Authority.
4. The Authority will be relying on consent as the relevant legal basis of processing. The Contractor 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 Contractor will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.
5. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
6. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Data Protection Legislation	All applicable Law about the Processing of personal data and privacy

Description	Details
UK General Data Protection Regulation (UK GDPR)	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide the Independent Learning and Evaluation of the Effectiveness of the UK's Support to Climate Vulnerable Country Negotiating Groups in International Climate Negotiations.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor 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 Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place from the start of the contract for the duration of the Contract, including any extension (all tenders will be retained for a period of 6 years from the date of contract expiry unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry).
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data, etc.</p> <p>Processing takes place for the purposes of employment processing, recruitment assessments, research, technical delivery and project evaluation.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor 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 Authority and the Contractor involved in managing the Contract.</p>

Description	Details
Type of Personal Data	<p>Personal Data such as name, addresses, dates of birth, contacts, pay, images, etc. will be processed.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services 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 Authority and the Contractor involved in managing the Contract.</p>
Categories of Data Subject	<p>Staff of the Authority or the Contractor, customers/clients, members of the public, other stakeholders and partners, as per activities foreseen by Schedule 2. All data will be anonymised.</p> <p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p> <p>Other individuals and stakeholders whom are involved in receipt or delivery of services or outputs delivered under this Contract.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under UK GDPR to preserve that type of data</p>	<p>The Contractor 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 Contractor after the expiry of the Contract. The Contractor will certify to the 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 Invitation to Tender.</p>

**Schedule 9 – Variation Template**

**VARIATION TO CONTRACT FORM**

CONTRACT TITLE:

FOR THE PROVISION OF:

CONTRACT REF:

VARIATION No:

DATE:

BETWEEN:

- (1) The Secretary of State for the Department for Energy Security & Net Zero (herein after called “the Authority”); and
- (2) ..... (hereinafter called “the Contractor”)

1. The Contract is varied as follows:

--

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.
4. This Variation will be signed digitally on the Authority’s e-tendering portal. Digital signatures to this agreement will be attached upon execution by both parties.



## Schedule 10 - Gender Equality & Social Inclusion Definition

### ***What is GESI and why is it important?***

Gender, Equality & Social Inclusion (GESI) comprises two closely related and equally important concepts:

- Gender Equality is about addressing inequalities and transforming the distribution of opportunities, choices and resources available to women and non-binary individuals so that they have equal power to shape their lives and participate in the process thereby increasing equality between people of all genders.
- Social Inclusion refers to the process of improving the terms for individuals and groups to take part in society, and the process of improving the ability, opportunity and dignity of people disadvantaged and historically excluded from decision making and spheres of influence on the basis of their identity to take part in society<sup>2</sup>.

Whilst these definitions provide a starting point, we recognise that GESI considerations will vary greatly depending on a number of factors, including the nature of a given project and the location in which a project takes place. By ensuring GESI is at the heart of our programming, we can achieve more equitable outcomes, whether it is through equitable mitigation of the negative impacts of climate change or equitable distribution of the positive social, cultural, environmental and economic benefits of climate change mitigation.

### ***GESI context within development and public policy-making***

The legislative underpinning for GESI arises principally from the International Development (Gender Equality) Act of 2014 (ID(GE)A), which mandates that all UK Official Development Assistance (ODA) programmes must have regard to reducing gender inequality before providing development assistance. This means that all ODA programmes must actively consider the likely effect of their intervention in reducing gender inequality at all stages of the programme cycle.

The Public Sector Equality Duty, created under the Equality Act 2010, requires public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between different groups with protected characteristics<sup>3</sup> and others in society before a policy is implemented.

In 2015 the UK Government committed to achieving the UN's Sustainable Development Goals (SDGs), meaning that improving gender equality and reducing inequalities is UK Government policy.

Climate and GESI Climate change disproportionately impacts women, girls, and marginalised groups and communities. The social, cultural, economic and political inequalities that lead to this disproportionate impact must be identified, challenged and overcome.

## **Schedule 11 - ICF Supply Partner Code of Conduct**

## Contents

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## 1. T1 Delivery Plan and Methodology

In this section, we set out our proposed approach to the Independent Learning and Evaluation of the Effectiveness of the UK's Support to Climate Vulnerable Country Negotiating Groups in International Climate Negotiations and our approach to delivering the Part Zero ("Scoping Phase"), Part One ("Interim Evaluation" (IE)) and Part Two ("Final Evaluation" (FE)) requirements for the Climate Ambition Support Alliance (CASA) Learning and Evaluation Partner (LEP) role. We first set out our evaluation principles and Scoping Phase, before outlining the Evaluation and Learning Questions (ELQs) for the IE and FE, the evaluation methodologies to be deployed, our data gathering approaches and expectations, and anticipated evaluation risks or challenges.

### 1.1 Principles of the Evaluation Approach

Our approach to the CASA LEP role is guided by the following principles:

- **Learning-focused** – learning is embedded throughout our approach to the LEP role in our formal evaluation activities, methodological choices and ongoing engagement with BEIS and DAI, as well as promoted through a use and influence based learning and communications strategy including additional outputs and participatory learning events;
- **Tailored and innovative evaluation design and methods** – purpose built to handle the complexity and challenges of the climate negotiation space and generate robust, contextualised findings and practical, utilisation-focused recommendations for future UK support programming;
- **Participatory and collaborative** – providing opportunities for BEIS, DAI and CASA beneficiaries to inform and co-develop evaluation methodologies, findings, recommendations and learning at all stages, to maximise ownership and cross-institutional knowledge exchange;
- **Inclusive** – ensuring a Gender, Equality and Social Inclusion (GESI)-lens is mainstreamed into all of our LEP activities, including in relation to interview sampling, data collection and analysis to capture a diversity of perspectives, and enable assessment of variation in benefits experienced and barriers faced between different beneficiary groups;
- **Leveraging appropriate expertise** – we recognise the challenge of measuring change in soft power capacity and have assembled a team that combines expertise in policy advocacy and capacity development measurement and evaluation, complemented by practical experience in international climate negotiations and regional expertise for deeper dive case studies.

### 1.2 Evaluation Approach

#### 1.2.1 Scoping Phase

**Project Kick-off.** In line with the ITT, we anticipate a three-month Scoping Phase and will launch this with a series of in-person kick-off meetings with BEIS and DAI Global (as the CASA Delivery Partner) to establish mutual understanding of evaluation roles and responsibilities, collaborative ways of working, the key CASA stakeholders for engagement during this phase, and the availability of data for preliminary evidence reviews. It will be critical to establish early in the LEP assignment how the three primary stakeholders will coordinate and communicate throughout the process to ensure transparency, collaboration and harmonised expectations, which will be a focus of these kick-off engagements. To facilitate this coordination, we will establish a shared knowledge transfer platform (SharePoint) to act as a data repository, which can be transferred to BEIS at the conclusion of the LEP activities. These initial meetings will also provide an opportunity for the LEP team to develop an understanding of the CASA phase two processes and systems, including those for results data monitoring and reporting.

**Rapid Evidence Review.** Immediately following the kick-off meetings, we will begin a review of the existing programme data, including information related to the CASA predecessor programmes (CDKN, NSP and CASA phase one). This evidence review will serve a dual function of providing an initial gap analysis for the available evidence to enable prioritisation of data gathering activities in the future and

informing our refined methodology. To facilitate evidence analysis and synthesis from the beginning, our Evaluation Lead will develop an inductive coding framework based on the ELQs. Our Evaluation Analyst will be responsible for reviewing and coding the documentation, with our Evaluation Lead sampling the coding for assurance. This will not only support later analysis but will allow us to identify gaps in knowledge or information that may need to be targeted by the later data gathering.

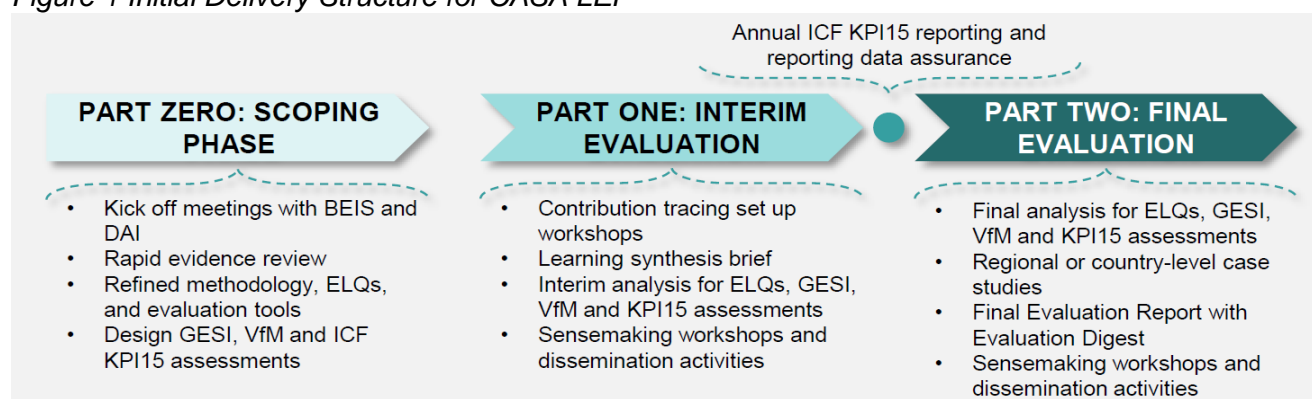
**Theory of Change (ToC) and Logframe review.** Following the rapid evidence review, we will undertake a preliminary assessment of the ToC and CASA logframe to understand the type of data which will be gathered and needed to conduct deeper evaluation activities, assess the underlying assumptions, and begin selection of our contribution pathways for further analysis (see Section 1.2.3 below).

**Approach Refinement.** Once the rapid evidence review has been completed, we will revisit and refine the proposed approach described below to reflect the availability or quality of anticipated evidence, preferences or requirements expressed by BEIS or DAI, changes in the LEP objectives or scope, and learning from the rapid evidence review. We will develop a number of evaluative tools including our revised coding framework, stakeholder sampling criteria, interview templates, and our ICF KPI15 methodology (see Box 2 below). These will all be tested and refined as part of the process.

**Ethical considerations.** All our evaluations comply with UK Government Social Research Unit Professional Guidance for Ethical Assurance for Social Research and UK Data Protection laws, as well as nationally required standards. We operate in-house ethics screening compliant with HMG Social Research Guidance which is comparable to a University's IRB process. Our methodology ensures we obtain informed consent before individuals provide data, that our research is inclusive of all relevant stakeholders, and that we avoid personal harm and unnecessary burden on respondents.

**Workplan.** We will refine the workplan provided in Annex 1 to adjust for revised expectations or requirements identified in the Scoping Phase. A summary delivery structure is provided in Figure 1 below.

Figure 1 Initial Delivery Structure for CASA LEP



**Scoping Report.** Our revised methodologies and key evaluation tools will be presented in a concise scoping report for review by BEIS and DAI. The scoping report will include (i) our ELQs for each evaluation (Section 1.2.2), our stakeholder engagement approach including sampling protocols and interview templates (Section 1.2.4), methodologies for assessing ICF KPI15, Value for Money (VfM) and GESI (Section 1.2.5), a detailed risk register with mitigation plans (Section 1.4), proposed outputs with a use and influence plan and dissemination activities (Section 1.3), ethical protocols, and a comprehensive evaluation management plan including a detailed workplan (Annex 1), financial resourcing, and coordination processes with BEIS and DAI. We will facilitate a feedback workshop with BEIS and DAI to test and strengthen our proposed approach, with feedback integrated into a final scoping report. The scoping report will be reviewed and, where necessary, revised following the IE to reflect any adaptations needed based on new knowledge and understanding of the CASA programme.

## 1.2.2 Evaluation and Learning Questions

Drawing on the ELQs proposed in ITT Section 9, we have developed a set of core ELQs based on the six OECD-DAC criteria. Recognising the scope and purpose of the two evaluative activities differs significantly, for each ELQ we have established sub-ELQs for each activity. Table 1 provides an overview of suggested revisions to the existing ELQ set.

Table 1 Proposed Evaluation and Learning Questions

OECD-DAC	Core ELQ	Sub-ELQs: Interim Evaluation	Sub-ELQs: Final Evaluation
Relevance	Is the CASA ToC appropriate and is the delivery model suitable for delivering it?	<ul style="list-style-type: none"> <li>• How has the CASA ToC evolved in response to previous learning? What, if any, adjustments need to be made to the ToC, and why?</li> <li>• Are there alternative pathways to achieve the impact outlined in the CASA's ToC?</li> </ul>	<ul style="list-style-type: none"> <li>• Is the CASA ToC still valid and are the assumptions still accurate?</li> <li>• Are there alternative pathways to achieve the impact outlined in the CASA's ToC?</li> </ul>
Coherence	Are the CASA interventions complementary to other similar initiatives?	<ul style="list-style-type: none"> <li>• Is CASA phase two building on previous interventions and partnerships effectively?</li> <li>• Are the CASA interventions internally coherent?</li> </ul>	<ul style="list-style-type: none"> <li>• Has CASA phase two been complementary with comparable initiatives and minimised overlap of interventions?</li> </ul>
Effectiveness	To what extent is the UK's support to climate vulnerable country negotiators achieving intended results?	<ul style="list-style-type: none"> <li>• What progress has been made against CASA phase two's logframe outputs and outcomes?</li> <li>• Are these results building on the outputs of previous UK support?</li> <li>• Have the GESI dimensions been well integrated into the CASA programme?</li> </ul>	<ul style="list-style-type: none"> <li>• To what extent has CASA phase two achieved its outputs and outcomes?</li> <li>• Why and how have these results been achieved?</li> <li>• What factors have influenced the achievement or non-achievement?</li> <li>• What has CASA achieved on GESI?</li> </ul>
Efficiency	Does the CASA programme represent value for money?	<ul style="list-style-type: none"> <li>• Is the programme delivering value for money against the 4Es framework?</li> </ul>	<ul style="list-style-type: none"> <li>• Has the programme delivered value for money against the 4Es framework?</li> </ul>
Impact	What are the key outcomes and impacts (intended and unintended) of the UK's long-term support to developing country negotiators?	<ul style="list-style-type: none"> <li>• What have been the barriers and enablers to achieving past outcomes?</li> <li>• How likely is CASA to achieve transformational change (using the KPI15 approach)? Could this methodology be improved?</li> </ul>	<ul style="list-style-type: none"> <li>• How has the CASA phase two programme overcome or mitigated barriers to change?</li> <li>• To what extent has the CASA phase two demonstrated potential for transformational change (KPI15)?</li> </ul>
Sustainability	Are the outcomes and impacts of the UK's long-term support to developing country negotiators likely to be maintained after the CASA phase two programme ends?	<ul style="list-style-type: none"> <li>• What evidence is there that results have been maintained from previous programmes?</li> <li>• What factors have influenced results sustainability and in what ways?</li> <li>• Is CASA phase two demonstrating potential for sustainability?</li> </ul>	<ul style="list-style-type: none"> <li>• To what extent to CASA beneficiaries require continued support?</li> <li>• Using a ToC approach, what could future support learn about how to achieve the outcomes and impact?</li> </ul>

### 1.2.3 Evaluation Methodology

For both the IE and FE, we intend to use a **Contribution Tracing (CT)** methodology. CT is a theory-based methodology which seeks to determine whether expected outcomes have materialised and, if so, whether there is a causal inference between the intervention and the outcome. It requires explicit ToC-based hypotheses of change and can provide the relative contribution of different contributing factors based on confidence in their plausibility. We believe CT is well suited to the IE and FE as it is:

1. **Responsive to complex, dynamic contexts**, such as the shifting environment of climate negotiations and the capacities or influence of those engaging with them, due to collaborative theory crafting and verification processes, and a focus on contributing factors rather than attribution;
2. **Systematic, transparent and inclusive of strength of evidence assessments** which strengthen confidence in evaluation findings, lessons and recommendations and provide a traceable body of evidence for future assessments or learning;
3. **Oriented to first evidencing the extent to which outcomes have occurred as expected** (appropriate for ex-post evaluations), and capable of identifying and ruling out alternative theories of change to provide the most plausible causal linkages between interventions and outcomes; and
4. **Participatory in both theory design and finding validation**, providing an excellent base for further collaboration with BEIS, DAI and CASA beneficiaries in the co-development of lessons and recommendations for future programming decisions.

**For CT to be effective, it is important to establish at the outset what pathways of change should be explored and what evidence should be identifiable if the ToC is accurate.** The Scoping Phase rapid evidence review combined with the existing CASA Outcome Map referenced in the Annual Reviews will provide the baseline information for selecting appropriate change pathways. This will be done collaboratively with BEIS, DAI and a sample of other CASA participants – including predecessor programme partners and current CASA beneficiaries – during a workshop at the start of the IE to reflect user perceptions on which pathways present the greatest potential for learning or demonstrating change, aligned with our ELQs. This workshop will also allow collaborative identification of evidence “signifiers” – types of evidence which are expected to be found if the ToC is holding true. As we develop preliminary findings, we will host further workshops, or “contribution courts”, to present our initial cases and supporting evidence for contribution to be examined and tested by a wider stakeholder base. This will allow partners and beneficiaries the opportunity to question and test our evidence collaboratively and in real time, to validate the evaluation results and inform further data collection or analysis.

#### *Box 1 Contribution Tracing to Understand Policy Advocacy Interventions*

NIRAS led the **Meta-Evaluation of the Renewable Energy Portfolio** for the Children’s Investment Fund Foundation (CIFF), including deep dive evaluations of specific policy advocacy programmes seeking to influence climate and energy policy. Due to the complex outcomes sought and the multitude of contributing factors, NIRAS employed a CT approach for the Southeast Asia Deep Dive in 2020. Working with CIFF and the implementing partners, NIRAS led the collaborative selection and development of change pathways for evaluation which covered all five intersecting pillars of the programme delivery. These pathways were analysed using evidence tested against a set of tailored evidential tests drawn from process tracing approaches, but adapted to better fit the policy advocacy context. Findings were verified with a cross-section of programme stakeholders, and practical recommendations were developed in close collaboration with CIFF and the delivery partners. Learning from the Meta-Evaluation, such as the need for consensus building and sensemaking exercises in soft skills and political influence programmes, will inform our approach to the CASA LEP role to ensure the development of similarly utilisation-focused learning and recommendations.

**Collating lessons from predecessor programmes.** During the IE, we will undertake an explicit synthesis of lessons learned from the CASA predecessor programmes. This will primarily be a desk based assessment using existing programme documentation, enhanced by interview data (Section 1.2.4 below). The synthesised lessons will be provided in a brief, separate report to BEIS and DAI, and will be used to generate evidence on programme adaptation and outcome achievement by CASA phase two



during the FE. The learning brief will be provided as a preliminary output for the IE within the first two months of Part One, and included as an annex in the final IE report.

**Case studies.** Following the IE, we will assess the feasibility of country or region specific case studies in locations where there have been significant interventions or indicators of change for the FE. These studies will provide a sample of more-contextualised, deeper results for synthesis with the wider programme findings. Case studies are expected to consist of short field visits led by regional or national experts to engage a wider pool of relevant actors in-person and, where possible, to observe CASA interventions in action. These case studies are expected to use bespoke methodologies suited to their individual objectives – for example, an outcome harvesting approach where tangible outcomes have been evidenced – which will be synthesised under our overarching CT framework.

**Transformational change assessment.** We anticipate our approach to measuring KPI15 will be contribution based and thus integrated within our overarching CT methodology (per Box 2 below). During the IE our assessment will be conducted at two levels: first, assessing the transformational change achieved by the CASA predecessors; and second, identifying emerging demonstration indicators for achieving transformational change produced by CASA phase two. During the FE, we will update this assessment and test the likelihood that these demonstration indicators will lead to wider transformational change.

#### *Box 2 NIRAS' Approach to Measuring Transformational Change*

**We will develop a bespoke approach to measuring KPI15 for CASA phase two** which interrogates what transformation looks like for the programme, how it is expected to be achieved, and what indicators of success look like. Our approach will be adaptive and we expect to refine it following the IE. Transformational change is a contextual, intervention-specific concept, requiring a highly tailored measurement approach. NIRAS has conducted evaluations for UKAid programmes across a range of ICF sectors, and developed several different approaches for measuring contribution to KPI15 by unique interventions. For example, NIRAS is piloting a two-tiered approach to measuring transformational change in the UK's **Climate Public Private Partnership programme (CP3)** which uses private equity funding to catalyse low carbon development. For CP3, NIRAS first developed a rubric of proxy indicators specifically for private equity investments to assess their likelihood of influencing transformational change, paired with an investment specific approach to assessing “demonstration effects” or early outcomes which indicate transformational change potential.

### **1.2.4 Data Gathering and Management**

**Programmatic and M&E documentation.** For the Scoping Phase rapid evidence review and IE we will draw from existing materials from CDKN, NSP and CASA phase one. These are expected to include programmatic outputs, previous M&E documentation and reports, and programme management materials such as logframes and annual reports. During the IE, the desk review will have two key objectives: (1) extract evidence of outcome achievement by previous UK support programmes and the contributing factors; and (2) consolidate learning from historic programmes for analysis in the context of CASA phase two. For the FE, we expect to build on this evidence base by reviewing the most recent reports from CASA phase two, and focusing on wider secondary research to inform our understanding of emerging outcomes and influencing factors.

**Ongoing data review and strengthening.** In addition to reviewing programme monitoring data for the evaluation activities, we propose undertaking a bi-annual review of monitoring data and the approach to collecting it. We will work collaboratively with DAI to identify system improvements to improve the quality of data collected which will strengthen our evaluation findings, provide efficiencies in data quality assurance, and enhance regular reporting to BEIS.

**Key Informant Interviews (KIs).** We intend to undertake KIs with stakeholders both of the current CASA phase two activities and the predecessor programmes to generate data for the IE and FE. A detailed sampling framework including estimated population size will be agreed during the Scoping Phase, with our initial target interviewee numbers provided in Table 2 below. Due to the anticipated challenge of engaging certain stakeholder types, we intend to take an oversampling approach, reaching out to at least double the number of target stakeholders in each category to ensure a representative sample is achieved. NIRAS will coordinate with BEIS and DAI to engage with all prospective

respondents. We will promote engagement by clearly communicating the purpose of the KII in advance, explaining our strict data protection and confidentiality policies to encourage open responses.

*Table 2 Preliminary Stakeholder Sampling Framework*

Stakeholder Type	Interview Purpose	IE Target	FE Target
Historic delivery partners (i.e. CDKN, NSP, CASA phase one)	Understand the implementation challenges and programme learning, as well as outcomes achieved.	6	0
Historic MEL partners	Interrogate historic MEL outputs and identify areas for further exploration and assessment.	3	0
Historic beneficiaries of UK support (i.e. climate negotiators)	Generate results evidence for historic programmes and compare with experience of current CASA beneficiaries.	10	10
CASA phase two delivery partners	Provide overview of current implementation phase, including results achievement, challenges, and programme adaptations.	3	6
CASA phase two beneficiaries (i.e. LDC, AOSIS and HAC negotiators)	Generate results evidence for current CASA programme and compare with experience of historic beneficiaries.	10	15
Other climate negotiators not receiving CASA support	Provide a comparison to CASA supported negotiators to better understand capacity developments.	5	8
Wider market experts, including comparator programmes.	Obtain external perspectives and insight on how capacities and influence of CASA beneficiaries have evolved over time and why.	10	14
Total		47	53

**Additional stakeholder-based data collection.** In addition to KIIs, we anticipate undertaking other primary data gathering activities such as **focus group discussions** or **surveys** with recipients of CASA support. We will explore the plausibility of these activities during the Scoping Phase in close coordination with BEIS and DAI. For all primary data gathering activities, we will prioritise remote engagement in line with our Social Value commitments unless there is a clear opportunity for more comprehensive data gathering through travel or attendance at an event (i.e. COP28 in 2023 or Bonn intersessional negotiations in 2024). Attending such events or CASA-facilitated events may enable structured observations of CASA activities in practice, helping to better contextualise interview responses and document evidence, which will be flexibly assessed on a case-by-case basis. Following any travel, we will produce a field visit brief summarising key observations, learning and suggestions for follow up engagement, which can be made available to BEIS and DAI.

**Strength of Evidence.** All evidence gathered will be coded against our qualitative CT framework. During the coding, evidence will be assigned a quantitative score for its strength based on the evidence type (i.e. interview opinion, programme documentation, externally verified results) and its content. This scoring will allow us to clearly articulate the overall strength of evidence supporting our findings in a semi-quantitative format to facilitate comparison. This approach to strength of evidence will be combined with metrics for data triangulation (that evidence is corroborated by multiple sources) and saturation (that a critical mass of data has been collected without significant gaps). These metrics will be developed during the Scoping Phase and refined in coordination with BEIS.

## 1.2.5 Cross Cutting Analysis

### 1.2.5.1 Value for Money

We will base our VfM approach on the **FCDO 4Es of economy, efficiency, effectiveness, and equity**. Working closely with DAI during the Scoping Phase, we will review existing VfM metrics for CASA and



support enhancement as needed. In the event that there are no current VfM metrics or that those used are insufficient, we will develop indicators for each of the 4E metrics to be integrated within the CASA monitoring and reporting processes. We will use a combination of quantitative programme financial data and qualitative evidence to analyse VfM objectively during the IE and FE.

#### 1.2.5.2 Gender Equality and Social Inclusion

**NIRAS has strong in-house expertise on GESI and staff specialised in mainstreaming GESI into monitoring and evaluation.** For CASA, during the Scoping Phase our Learning and GESI Specialist will ensure that the CT evaluation framework has an equity lens built in and that GESI is integrated into all data collection tools and guidelines to ensure participatory engagement. Where possible, we will utilise data collection methods disaggregated by gender, disability, and poverty level to identify disparities in benefits derived by different beneficiary groups. In assessing the GESI results achieved by CASA, we will develop a set of tailored sub-ELQs as the foundation of our analysis and will seek to assess the existence of policy, commitment, tools or data to address GESI issues in CASA delivery, the implementation effectiveness and resulting impact of those policies or tools, and any differences in gender perceptions of the CASA phase two delivery, activities and results.

#### 1.2.6 Evidence Synthesis

**Complex evaluations in the climate policy arena are at the heart of our portfolio of evaluation work.** The technical team convened to deliver this assignment has extensive practical experience in designing and conducting high quality synthesis of complex climate policy and capacity building interventions, drawing together different types of evidence and analysis to generate robust, user-focused findings and recommendations. We have expertise in a range of descriptive and explanatory synthesis methods having used these approaches to inform complex policy- and decision-making in the climate programming space. For the CASA LEP assignment, we will primarily use explanatory synthesis drawing on the theory-based principles of CT to generate appropriate narrative responses to our ELQs.

**We are highly experienced in innovative synthesis methods and the use of mixed-methods data analysis software such as MaxQDA,** which will support us in ensuring that findings for CASA reflect the available evidence and that we present discordant evidence and limitations to internal or external validity where appropriate. When utilising digital tools such as MaxQDA we will adhere to the principles for digital development, ensuring the tool is used transparently to drive data-based decision-making with high standards of data privacy and security. Our evaluation conclusions will synthesise across findings and be used to generate generalised lessons learned as well as specific actions and recommendations for BEIS, DAI and CASA stakeholders to pursue.

#### *Box 3 Delivering Explanatory Synthesis for BEIS Climate Evaluations*

Since 2014, NIRAS has been managing the evaluation of the **Carbon Markets Finance Programme (CMFP)** for BEIS. CMFP is a long-term, innovative carbon financing programme for which NIRAS uses a comprehensive, theory-based evaluation framework to develop and test contribution hypotheses. Due to the diversity of projects supported, NIRAS has used a range of synthesis approaches to draw together evidence generated by mixed-methods approaches and produce reliable, user-focused recommendations and learning. Over the past decade, NIRAS has worked closely with BEIS to adapt the evaluation delivery, introducing new methods and outputs which respond to emerging needs and add value to the contract. Drawing on this experience, we recognise the value of a traceable, transparent synthesis approach and collaborative sensemaking, especially in political contexts, which we will apply in the CASA LEP role.

**Collaborative sensemaking.** Findings, conclusions and lessons generated by our synthesis will be subject to sensemaking and validation by BEIS, DAI, and CASA participants at both the IE and FE stages to maximise their usefulness and ensure the resulting recommendations speak clearly to improving future UK support to climate negotiators. Where possible, we will look to include representatives from CASA's peer programmes in these sensemaking exercises, including the European Capacity Building Initiative and the International Climate Politics Hub.

#### 1.3 Evaluation Outputs and Communications

Following our utilisation-focused approach, we will ensure that each evaluation activity produces outputs appropriate to different users which are accessible, informative and action-oriented. A final list of

evaluation outputs will be agreed with BEIS during the Scoping Phase as part of our use and influence planning, with an initial list of outputs and engagement activities presented in Table 3 below. We anticipate all evaluation outputs to be made publicly available by BEIS per UK Government requirements but, to maximise engagement and increase potential wider impact from CASA, **a suite of dedicated communication activities will be required**. The stakeholder engagement events noted in Table 3 below reflect a preliminary list of options to directly engage stakeholders on the findings, lessons and recommendations generated by the evaluations, both within HMG and more broadly.

*Table 3 Anticipated Evaluation Outputs*

	Interim Evaluation	Final Evaluation
Outputs	<ul style="list-style-type: none"> <li>• IE report containing findings and recommendations for CASA phase two implementation and future UK negotiator support.</li> <li>• Executive Summary for IE.</li> <li>• ICF KPI15 Report detailing methodology, measuring progress against indicator, and recommending methodological changes.</li> <li>• Learning synthesis brief summarising key lessons from across CASA predecessors.</li> </ul>	<ul style="list-style-type: none"> <li>• FE report containing key findings and recommendations for future UK support to climate negotiators.</li> <li>• Executive Summary for FE.</li> <li>• Second Annual ICF KPI15 Report.</li> <li>• Two-page Evaluation Digest summarising the FE.</li> </ul>
Stakeholder Engagement	<ul style="list-style-type: none"> <li>• Up to three feedback workshops with BEIS, DAI and other CASA stakeholders to review draft report and test findings.</li> <li>• Facilitated consultation with sample of key CASA stakeholders to validate findings and generate common understanding of the future negotiations landscape for recommendations.</li> </ul>	<ul style="list-style-type: none"> <li>• Up to three feedback workshops with BEIS, DAI and CASA stakeholders to review draft report and test findings.</li> <li>• Cross-HMG findings, learning and recommendations webinar.</li> <li>• Public dissemination webinar on programme results and learning, co-presented by LEP, DAI and BEIS.</li> </ul>

## 1.4 Evaluation Challenges and Risks

**Our key principle in risk management is that risks cannot be eliminated, but must be proactively anticipated and mitigated.** We have experience identifying and managing risk during the provision of evaluation services for clients, including BEIS and FCDO, and have extensively tested procedures for managing evaluation specific risks. A detailed evaluation risk matrix will be developed during the Scoping Phase including a traffic light scoring system for the severity of risks identified based on their likelihood to occur and impact on the evaluation if they do occur. The matrix will include a list of the relevant risk owners and mitigation strategies, and be made available to BEIS throughout the LEP assignment. We will be explicit about the evaluation challenges and limitations in all our outputs, where they have impacted the strength of our findings, and the strategies used to mitigate them.

*Table 4 Anticipated Challenges and Mitigation Strategies*

Challenge	Mitigation Strategy
Lack of robust evidence at the outcome and impact level due to programme maturity and type of intervention.	Factoring in uncertainty and unpredictability into our theories of change and evaluation findings; utilising team member and partner networks to access hard to reach data; triangulation of evidence; collaborative theory development to ensure robust assumptions.
Limited engagement by stakeholders such as partners for predecessor programmes or support recipients with competing time demands.	Integration of wider stakeholder within evaluation design and validation process to maximise utilisation; transparent protocols for engagement to ensure common understanding of resource commitments; leveraging local networks to increase engagement; use of case study field visits; oversampling approach for KIs.

Challenge	Mitigation Strategy
Challenge of measuring attribution or contribution at the impact and transformation level.	Co-development of contribution pathways for assessment; collaborative selection of interventions for deeper study which are expected to yield more robust evidence; use of demonstration indicators for transformational change.

## 2. T2 Programme and Financial Management Skills

**NIRAS is a recognized supplier in the technical delivery of Monitoring, Evaluation and Learning (MEL) assignments of broader climate policy and climate finance programmes for the UK Government** (including BEIS, FCDO and Defra) as well as other donors. Our longstanding experience allows us to develop and consolidate clear management mechanisms for programmes like the CASA LEP, based on a set of core principles and standards that comply with both HMG procurement requirements and NIRAS's internal policies.

### 2.1 Overall Approach and Start-up

**NIRAS manages MEL projects through an effective result-based management approach**, building overall quality assurance throughout all stages of the evaluation, and we emphasise clear communication and collaboration with our clients. This ensures high quality delivery through a well-managed, backstopped team, and enables agility and flexibility to adapt to changing needs.

Before contract signature, **the Evaluation Manager and Contract Director will serve as points of contact for the Delivery Partner Review**, and will engage with BEIS to agree payment milestones and Key Performance Indicators. NIRAS accepts the principles of the KPIs detailed in Table 6 of the ITT and will endeavour to maintain a high standard of delivery throughout the CASA LEP implementation. **During the Scoping Phase, the Evaluation Manager will develop an evaluation management plan to ensure effective collaboration and timely delivery starting at the kick-off meeting.** The plan will be the guiding document for the contract, and will be updated and approved by all relevant stakeholders as required. It will include the contract workplan detailing the sequencing of activities, level of effort across the team for each evaluation phase, and key reporting deliverables.

### 2.2 Clear Communication and Review Processes

**We aim for clear, streamlined communication with all stakeholders in the management of our programmes.** For the CASA LEP, NIRAS proposes:

- **the Evaluation Lead as the single point of contact for all enquiries from BEIS and DAI**, and to coordinate with the nominated focal points at BEIS and DAI for the organisation of meetings and any relevant activities within the LEP process.
- **to coordinate closely with the assigned BEIS and DAI project managers** and with BEIS Programme Management team on the overall review, approval and BEIS sign-off of all deliverables.
- **to provide a quick turnaround and full response to any comments provided** during the review of all deliverables, with the review process timeline agreed during the Scoping Phase.

Managing a large number of stakeholders is a core part of the project portfolio that NIRAS delivers. We have strong expertise in managing large groups of stakeholders and partners, from NGOs and private sector organisations to higher institutional representatives. Our approach is grounded in having a coordinated team that is in sync and collaborative with key stakeholders. For the CASA LEP assignment, we recommend regular exchanges with BEIS and DAI. The frequency and scope of the meetings will be agreed during the Scoping Phase, but at this stage we anticipate at least quarterly structured engagements. These meetings will also be an opportunity to highlight potential bottlenecks or issues encountered while performing the evaluation.

### 2.3 Ethical Standards

In every project we manage, we implement the **NIRAS Business Integrity Management System (BIMS) and Code of Conduct**. The publicly available BIMS is implemented and communicated internally and externally and includes anti-bribery and corruption, whistleblowing and safeguarding information and training as a requirement for all contractors and staff. The BIMS complies with international

recommendations on combatting bribery and corruption in business, including those from the OECD, FIDIC guidelines and Transparency International's Assurance Framework. We operate a zero-tolerance approach to corruption and fraud and actively work to combat them in all forms.

To ensure staff are treated fairly and their right to a safe working environment is upheld, **we will enforce NIRAS' Equal Opportunity and Anti-Bullying Policy**. This covers all work-related functions and activities and stipulates the steps staff and consultants should follow in case of any contraventions of the Policy. Application of this policy will ensure the CASA LEP delivery is free from discrimination, sexual exploitation, harassment, and bullying.

We are committed to compliance with the **General Data Protection Regulation and Data Protection Act 2018 requirements**. Our data collection approaches will require informed consent be obtained before individuals provide data, that our analysis is inclusive of all relevant stakeholders, and that personal harm and unnecessary burden on respondents is avoided. All outputs will be anonymised unless otherwise required. Personal data will be kept in a clearly identifiable location and access to all data processed will be restricted to only those who need it.

All team members are tasked to ensure consistent application of and compliance with these ethical standards. The Evaluation Manager will provide a **tailored briefing customised to the role of each expert on the project** and the specific risk assessment and ethical checklist to ensure compliance.

## 2.4 Quality and Delivery Assurance

We are committed to promoting a culture of continuous quality improvement in order to successfully and consistently deliver a service to our clients that meets or exceeds that which we have promised. Underpinning this commitment is our integration of quality management throughout our business processes. NIRAS has a **Quality Management System (QMS)** for the provision of consultancy and project management services, which is ISO 9001 accredited. NIRAS has used the peer-review linked QMS system for over 100 research and evaluation assignments over the past 10 years. A Quality Assurance Plan will be shared at the kick-off meeting, including options for peer review of our methodologies.

The evaluation will be guided by the **OECD-DAC Quality Standards for Development Evaluation and the Magenta Book Guidelines**, to ensure a quality development evaluation process and product. QA and ISO 9001 certified management support will be provided by our Contract Director. All outputs delivered during this evaluation will undergo a Quality Assurance review by the Contract Director before submission to BEIS and we will utilise our experience as one of the EQuALS suppliers to ensure all deliverables meet the standards expected of UK Government evaluation outputs.

## 2.5 Financial Management

**Our financial management is led by experienced chartered accountants specialising in overseas development projects for UKAid clients like BEIS.** Our Evaluation Manager will be responsible for budget management and NIRAS' Edinburgh-based finance team will provide oversight of our financial processes, including invoicing, reporting and accounting. NIRAS recently introduced a new tool, which draws data directly from our financial management software and uses PowerBI to create a dashboard to monitor the financial performance of programmes. The dashboard provides immediate updates on project expenditure and budget, highlights any potential deviation and includes an embedded spend forecast tool drawn from the project's costed workplans to ensure we can provide accurate, real-time data to BEIS and make appropriate resourcing decisions to adapt to emerging needs.

**Our finance team maintains robust financial management procedures and management systems to mitigate and detect fiduciary risk or potential misuse of funds.** In line with our BIMS, NIRAS has a zero-tolerance policy to corruption and fraud. This policy is compliant with the requirements of EN/ISO 9001- Quality Management standards; with the ISO 19600:2014 Compliance Management Systems; and with the ISO 37001:2016 Anti-Bribery Management System.

The tools and processes described above will support the Evaluation Manager in monitoring the project budget to track expenditure against workplan progress and achievement of Milestone and Contract Key Performance Indicators as set out in the ITT. As part of the periodic reporting to BEIS, the Evaluation Manager will provide an **accurate update of progress against milestones**, highlighting potential risks to programme delivery. **All outputs and reports submitted by the evaluation team will be linked to programme milestones** and the Service Level Indicators. Requests for payment will only

be made once the milestone and Key Performance Indicator check has been approved by BEIS. The Evaluation Manager will submit the draft milestone invoices to the BEIS Contract Officer ahead of the invoicing deadline for approval before official submission, including a detailed breakdown of potential expenses and all relevant supporting documentation as may be agreed with BEIS.

### **3. T3 Team Structure, Experience, and Technical Expertise**

REDACTED



## 1. Our Understanding of Social Value

Social Value is an approach to commissioning which appreciates the additional social, economic and environmental benefits that can be derived from contracts over and above the direct purchasing of services. **As a values-based organisation whose purpose is to “build a more equal, stable and sustainable world”,** delivering social values is at the heart of all NIRAS’ work. In delivering this independent evaluation and learning assignment, we will seek to maximise the social value across all aspects of the contract in line with our values and business integrity management system.

## 2. NIRAS - Social Value In Action

NIRAS is majority owned by the NIRAS-Alectia Foundation (71.8%) as well as the company’s employees (24.9%), with the remaining 3% owned by the NIRAS Group A/S. **NIRAS’ profits are therefore primarily reinvested in the company and into social good initiatives such as green energy.** We strive to realise customer value and create a positive impact on society through sustainable progress and technologies in all our work. **NIRAS has for many years been committed to improving social and environmental performance through the services we offer clients** and by the way we operate as a business and as an employer. To ensure we follow through on our commitments, NIRAS has a designated working group tasked with the goal of achieving B Corporation Certification, as well as ensuring we are active reporting members of the UN Global Compact (UNGC). We have systematically integrated United Nations’ (UN) 17 Sustainable Development Goals (SDGs) across all our activities with reporting across our portfolio level on our contribution to the goals.

**NIRAS is a values-driven organisation with a deep commitment to delivering climate and environmental benefits in line with the HMG International Development Strategy.** Our policies include commitments to employee education, investment in innovation, sustainable energy, green procurement, waste reduction, and achieving Net Zero across all our offices by 2030. Furthermore, NIRAS in the UK has recently expanded to bring a wider group of NIRAS companies together, and in doing so we have taken advantage of ambitious targets to achieve further efficiencies in our carbon emissions. **In 2022, we released our Net Zero Strategy** which details the steps we are taking to address our environmental impact through three main channels: reducing energy consumption, physical procurement of equipment, carbon accounting and offsetting.

**We are committed to collaborating with our clients, partners and wider project stakeholders to collectively address social value challenges.** In the following sections, we present an initial outline of our social value commitments for the Independent Learning and Evaluation of the Effectiveness of the UK’s Support to Climate Vulnerable Country Negotiating Groups in International Climate Negotiations (CASA LEP) assignment. This outline will be further developed in close coordination with BEIS and DAI during the assignment Scoping Phase to maximise the social and environmental achievements of the programme, and to identify opportunities for collaborative actions between the three contract parties where combined action can achieve greater cumulative impact.

## 3. Fighting Climate Change

### 3.1 Method Statement

In the context of the CASA LEP, we have identified a number of activities around which we can make additional benefits in relation to fighting climate change, including:

- Project travel, including reducing international flights and avoiding flights for local travel.
- Offsetting unavoidable emissions

**We commit to minimising air travel wherever possible in the CASA LEP assignment, and to proactively identify other opportunities to reduce the carbon impact of our delivery.** Within the CASA LEP activities, project travel has the largest potential negative impact on the environment. Mitigation of negative impact for project travel has been built into our proposed approach to this contract, for example by proposing local experts to conduct deep dive case studies as part of our methodology. Often senior project staff fly to the case study location to conduct such research. Our use of in-country experts, supported remotely by the Evaluation Lead and other project staff, will significantly reduce GHG emissions associated with long-haul flights. **Our flight booking procedures include a “can this**

**be done remotely?” checklist** to reduce flights and we will always use local expertise where it is available and appropriate to reduce international flights.

Similarly, ground travel in this contract, for example for the regular meetings with BEIS and the delivery partner DAI, **will primarily be by train within the UK and we will avoid domestic flights wherever possible**. At NIRAS, we have heavily invested in the tools and cultural processes which allow us to make effective use of online meetings across geographic cultures and these are used to reduce travel and boost productivity. **We will run entirely Microsoft cloud-based IT systems for the delivery of this contract which are energy efficient** and allow us to effectively support remote working across our global team. In the context of this evaluation, we will coordinate with DAI and encourage the use of digital platforms to reduce reliance on paper documentation where possible, and **offer learning engagement opportunities on waste reduction in consultancy service provision to the stakeholders interested by the evaluation**.

**For those emissions which cannot be avoided, we commit to offsetting our carbon impact for CASA LEP, alongside all our other projects**. NIRAS Group UK Ltd offsets all emissions from our central operations, project-related air travel, and procurement annually. In line with recent media scrutiny of the carbon offset industry, we have always paid attention to the quality of credits we buy and will continue to do so, encouraging improvement in standards through engagement with certified suppliers. **We commit to measuring and offsetting emissions incurred in the delivery of this evaluation via certified projects in low income countries**. In addition, we have supported a UNDP Equator Prize winning project in Kenya achieve Plan Vivo credits and a Blue Ventures Plan Vivo project in Madagascar that is working towards Plan Vivo credits through our involvement in the Darwin Initiative biodiversity conservation programme. From 2023, we have engaged a reputable third party, Climate Partner, to provide independently verified ‘Carbon Neutral’ certification for NIRAS Group UK Ltd. NIRAS Group (UK) has now committed to be carbon neutral by 2025.

**We commit to measuring and maximising the environmental and sustainability impacts of our activities for the CASA LEP assignment, and sharing lessons and experience amongst our staff and wider stakeholders through project and lesson learning meetings and internal and external communications**. Staff are encouraged to use the most sustainable transport feasible for daily office commutes including public transport and cycling and to car share as much as possible. NIRAS is a member of the cycle to work scheme in the UK and is advocating for improved cycle paths. An Electric Vehicle (EV) salary sacrifice scheme is available to staff on permanent contracts.

### 3.2 Action Plan and Reporting Metrics

Our reporting metric for fighting climate change will be the percentage of carbon reduction (measured in metric tonnes carbon dioxide equivalents (MTCDE) across Scopes 1-3) which is in line with our corporate level reporting. GHG Protocol methods will be used to measure our business emissions throughout the management of this evaluation. Our Evaluation Manager will work closely with BEIS to integrate this into our reporting. The Social Value KPIs will be discussed and agreed with BEIS at contracting stage.

In addition, we will make the NIRAS SDG tool available to the delivery partner of the CASA programme. This tool supports organisations to measure and report on their progress in supporting the SDGs and to make continuous improvements based on data, and will allow us to report on cumulative, incremental benefits achieved through the whole evaluation exercise.

Theme	Model Award Criteria	KPI	Timeline	Reporting
<b>Fighting Climate Change</b>	MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net	Record the % of carbon reduction (MTCDE) across Scopes 1-3 while delivering this programme	Delivered at interim and final evaluation	Report to include: <ul style="list-style-type: none"> <li>• GHG emissions reduced by travel avoided;</li> <li>• GHG emissions as-associated with project travel;</li> <li>• Travel/offsetting receipts.</li> </ul>

zero greenhouse gas emissions.

NIRAS Group (UK) commitment to be carbon neutral by 2025

Delivered at interim and final evaluation

NIRAS Net Zero Policy and report updates will be provided annually and included in the interim and final reporting.

## 4. Tackling Economic Inequality

### 4.1 Method Statement

**We commit to create a diverse supply chain that includes new businesses and entrepreneurs, start-ups, SMEs, VCSEs and single consultants in the delivery of CASA LEP.** NIRAS seeks equitable partnerships and collaborations with SMEs, non-profits and individual experts based in the Global South. The inclusive approach and intentions for lesson sharing and localised capacity building demonstrate our commitment to use our diverse workforce while also reaching out to our broader network of local consultants, enhancing our delivery quality and value. **In the context of the CASA LEP assignment, we intend to recruit local consultants for the delivery of proposed case studies.** These consultants may be independent traders or members of SME consultancies based in LDCs and island states. The design of our case studies will be conducted collaboratively with these local experts, as well as other relevant stakeholders in country, to ensure we integrate local challenges and insight for our delivery and ensure the tasks set for the in-country team members are appropriate to the context.

**We commit to providing opportunities for young professionals and staff in developing markets in our approach to the CASA LEP.** Tackling economic inequality is part of NIRAS' ownership and management model, with NIRAS' profits primarily reinvested in the company. This funds initiatives such as the 2-year international trainee programme 'NIRAS Young Professional Academy', as well as funding our NIRAS Group volunteering policy where staff are encouraged to take days away from the workplace to volunteer with organisations (such as food banks) dedicated to supporting those at an economic disadvantage. We also use this money to promote external development activities such as our €20,000 "World Prize for Integrated Development" which is awarded to non-NIRAS individuals for outstanding work in the field of international development. Our Young Professional Academy is a dedicated apprenticeship programme which offers up to 25 young people from around the world a structured, fast track career development programme and attracts young talent from developing and developed countries. **In the case of the CASA LEP assignment, these young talents will be employed directly as evaluation analysts** to consolidate their technical skills, receive exposure to senior experts and clients, and add value to our team in terms of innovation and efficiency.

**We commit to uphold and promote principles of diversity and inclusion in our CASA LEP team recruitment, including project backstopping.** NIRAS is a signatory to the UN Global Compact which commits us to avoiding doing harm or allowing any kind of discrimination at any stage of our operations. We endeavour to create an inclusive workplace and culture that offers equal opportunities and supports diversity in all its forms. NIRAS UK is working closely with the Diversity Trust to implement policies and practices that address Equality, Diversity and Inclusion in relation to the UK's workforce. In addition, NIRAS has a dedicated Diversity, Equity and Inclusion (DEI) Policy, which sets a minimum standard that all offices apply and principles that are interpreted in line with the specific HR practices in respective country offices. This standard relates to NIC's management of company staff and contracted workers. These standards are flowed down the supply chain to ensure equality in our programme contracting. We prioritise access to marginalised and disenfranchised groups. **The recruitment of consultants to deliver the CASA LEP assignment was based on a fair and transparent approach to sourcing and contracting, and selection on the basis of merit** - namely technical competence, comparative advantage and VfM.

**We commit to support the development of scalable and future-proofed new methods to modernise evaluation delivery and increase productivity.** Scalable supply chains are only possible through collaboration throughout the supply chain, underpinned by a fair and reasonable approach to working with partners, stakeholders and individuals. **When engaging stakeholders throughout the CASA evaluation, we will seek to identify opportunities for innovative solutions**, including the use of integrated online reporting tools and virtual engagement platforms. We will also actively seek to



transfer lessons learnt across our broader partner network, increasing knowledge exchange among our suppliers in terms of innovation and modern solutions also for future opportunities.

**We commit to actively seek opportunities for vertical collaboration between NIRAS and the CASA delivery partner, and horizontally between the individual members of the LEP team**, including national experts, with an aim of building skills amongst those that are under-represented, encouraging learning and good practice. To reduce barriers and drive collaboration, it is vital that suppliers have access to practical collaboration tools. NIRAS uses online communication to minimise geographic disadvantage in access information and collaboration opportunities between our team members. **The Evaluation Experts in our case study countries will have regular contact time with the Evaluation Lead and Evaluation Manager** both as a group and individually before, during and after their engagement in data collection and analysis. This will help ensure a strong, common understanding of their role and of the data collection and analysis tools. **We understand that building trust with stakeholders is of critical importance to ensure smooth collaboration in the delivery of the evaluation.** This largely consists of social capital and through ensuring we are reliable and careful in our reporting standards and in managing and protecting confidential/private information (following our standard procedures on data protection that are aligned with international best practice, as well as any specific requests from individual stakeholders), and creating an environment of respect and trust, we can gain credibility and build relationships with (and wellbeing of) our key stakeholders.

## 4.2 Action plan and reporting metrics

Theme	Model Award Criteria	KPI	Timeline	Reporting
Tackling Economic Inequality	MAC 3.1 Create a diverse supply chain to deliver the contract	Number of opportunities for local knowledge to be accessed in the delivery of the contract	Delivered at interim and final evaluations.	Within the interim and final evaluations.
	MAC 3.3: Support the development of scalable and futureproofed new methods to modernise delivery and increase productivity.	Presentation/discussion of evaluation methods at relevant conferences and venues	Delivered at the end of the interim and final evaluation.	Outputs to be included in learning and dissemination outcomes reporting.
	MAC 3.4: Demonstrate collaboration throughout the supply chain	Number of opportunities for local knowledge and skills to be supported and developed in the delivery of the contract.	Delivered at interim and final evaluation.	Monthly dashboard reports.

## 5. Influencing Best Practices

**NIRAS' continuous improvement stipulations of our ISO9001 Quality Management System (QMS) requires regular review and learning for system improvements and staff training.** As part of the evaluation management plan, we will work with BEIS to cost-effectively direct how the practices and lessons from the CASA LEP assignment can inspire others to improve inclusive supply chain management and collaboration. This includes:

- **Drawing lessons from the CASA evaluation activities** to improve the supplier and stakeholder management in other evaluations that NIRAS manages.
- **Sharing evidence and lessons learned** as part of contract management reviews with BEIS, identifying opportunities for using our experience to influence change within BEIS supplier network and including social value considerations in the provision of recommendations for future.

- **Promoting our experience with the international MEL community of practice** via NIRAS' prominent roles in the UK Evaluation Society, European Evaluation Society and Scottish Evaluation Network, using knowledge sharing events and presentations to influence good practice in the sector.
- **Leading by example**, through supporting diversity and inclusion in our workforce and recruitment practices.

## Annex 1: Workplan

### Part Zero – Scoping Phase

Task	Resourcing (Days)													Staff	Lead Evaluator	Climate Negotiations Expert	Learning and GESI Specialist	Evaluation Methodology Advisor	Evaluation Manager	Evaluation Analyst	Contract Director	National Expert Pool	Total Days per Team Member
		WK1	WK2	WK3	WK4	WK5	WK6	WK7	WK8	WK9	WK10	WK11	WK12										
Kick off meetings with BEIS and DAI	6													days breakdown by role	1	1	1	1	1	0	1	0	6
Development of evidence coding framework: might need to be shifted to after the evaluation design is finalised	3														2	0	1	0	0	0	0	0	3
Rapid Evidence Review of existing CASA and predecessor programme materials	12														2	0	4	0	6	0	0	0	12
Theory of Change and Logframe review	6														1.5	1	1.5	2	0	0	0	0	6
Refinement of evaluation methodologies and ELQs	8														2	2	2	2	0	0	0	0	8
Interview sampling framework development	1														0.5	0.5	0	0	0	0	0	0	1
Development of KPI15 assessment tool	5														2	1	1	1	0	0	0	0	5
Development of GESI analysis approach	4														0.5	0.5	3	0	0	0	0	0	4
Co-design of social value commitments and metrics with BEIS and DAI	4														1	0	0	0	2	0	1	0	4
Workplan and budget refined and finalised	4														0.5	0	0	0	4	0	0	0	4.5
Draft Scoping Report developed integrating the above elements	10														2	3	2	2	1	0	1	0	11
Draft Scoping Report submitted to BEIS and DAI for review	N/A														0	0	0	0	0	0	0	0	0
BEIS and DAI review of draft Scoping Report	N/A														0	0	0	0	0	0	0	0	0
Feedback workshop with BEIS and DAI	6														1	1	1	1	1	0	1	0	6
Written and verbal feedback integrated in revised Scoping Report	8														2	2	1.5	1	0	0	0	0	6.5
Final Scoping Report submitted to BEIS for approval	N/A														0	0	0	0	0	0	0	0	0
<b>Total Resourcing</b>	<b>77</b>														<b>18</b>	<b>12</b>	<b>18</b>	<b>10</b>	<b>15</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>77</b>

Legend	
Process	
Deliverable	
Engagement	
Non-NIRAS activity	

Legend	
Process	
Deliverable	
Engagement	
Non-NIRAS activity	

## Part Two – Final Evaluation

Task	Resourcing (Days)	Dec-24							Jan-25				Feb-25				Mar-25				Apr-25				May-25				Jun-25				Jul-25				Staff	Lead Evaluator	Climate		Evaluation		Evaluation		Contract		National Expert		Total Days per Team Member	
		WK41	WK42	WK43	WK44	WK45	WK46	WK47	WK48	WK49	WK50	WK51	WK52	WK53	WK54	WK55	WK56	WK57	WK58	WK59	WK60	WK61	WK62	WK63	WK64	WK65	WK66	WK67	WK68	WK69	WK70	WK71	WK72	Negotiations Expert	Learning and GIS Specialist	Methodology Advisor			Evaluation Manager	Evaluation Analyst	Director	Pool	Team	Member						
Final Evaluation kick-off meetings with BEIS and DAI	4																																	1	0.5	1	0.5	0	0.5	0	4									
Collaborative review of contribution tracing hypotheses and evidence signifiers with BEIS and DAI	4																																	1	0.5	1	1	0.5	0	0	0	4								
Development of short approach paper for Final Evaluation	6																																	2	0	2	1	0.5	0	0.5	0	6								
Submission of draft Final Evaluation Approach Paper to BEIS	N/A																																	0	0	0	0	0	0	0	0	0	0							
Approach Paper workshop with BEIS and DAI	4																																	1	0.5	1	1	0.5	0	0	0	4								
Outreach to stakeholder for key informant interviews and initial engagements	5																																	0	0	0	0	1	4	0	0	5								
Preliminary validation of contribution hypotheses with sample of CASA stakeholders to ensure they remain accurate	4																																	1	1	1	1	0	0	0	0	4								
Recruitment of national experts to undertake case studies	3																																	0	0	0	0	2.5	0	0.5	0	3								
Case study methodology design	7																																	2	1	2	2	0	0	0	0	7								
Case study data gathering, analysis and summary report drafting	54																																	0	0	0	0	0	0	0	0	54	54	26						
Primary data gathering for interim evaluation (i.e. interviews, focus groups) including coding of all evidence gathered	26																																	7	0	0	0	4	15	0	0	24								
Attendance at relevant events (note resource may be used in 2024 for COP29)	20																																	10	10	0	0	0	0	0	0	20								
Data analysis against contribution tracing framework and development of preliminary findings	14																																	6	2	2	0	4	0	0	0	14								
ESI and VIM analysis	8																																	0	0	4	0	2.5	1.5	0	0	8								
IF RP15 assessment	8																																	2	2	1	0.5	2.5	0	0	0	8								
Selling of CASA Theory of Change and underlying assumptions	6																																	2	1	0.5	1.5	0	0	0	0	6								
Development of preliminary findings and recommendations	8																																	2	1	1	1	1	2	0	0	8								
Contribution court workshops with BEIS, DAI and CASA beneficiaries to validate preliminary findings	10																																	2.5	1.5	2	2	1	0	1	0	10								
Integration of feedback from contribution courts, including additional data gathering as required	10																																	1	0	1	0	2	6	0	0	10								
Draft Final Evaluation Report developed	12																																	4	1.5	2	0.5	1	2	1	0	12								
Draft Final Evaluation Report submitted to BEIS and DAI for review	N/A																																	0	0	0	0	0	0	0	0	0	0							
BEIS and DAI review of draft Final Evaluation Report	N/A																																	0	0	0	0	0	0	0	0	0	0							
Feedback workshop with BEIS and DAI including the co-development of utilisation-focused recommendations	5																																	1	1	1	1	0.5	0	0.5	0	5								
Written and verbal feedback integrated in revised Final Evaluation Report	6																																	2	0	0	0	1	2.5	0.5	0	6								
Final Evaluation Report submitted to BEIS for approval	N/A																																	0	0	0	0	0	0	0	0	0	0							
Workshops with CASA stakeholder to share key findings and lessons from Final Evaluation and Evaluation Digest brief produced	12																																	2.5	1.5	2	2	1.5	2	0.5	0	12								
Leave phase, including transfer of all data to BEIS	N/A																																	0	0	0	0	0	0	0	0	0	0							
Total Resourcing	236																																	59	29	29	14	28	35	5	54	236								

Legend	
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Deliverable	
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Non-NIRAS activity	