

**DPS Schedule 6 (Order Form Template and Order Schedules)**

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PS23107

## **DPS Schedule 6**

### **Order Form**

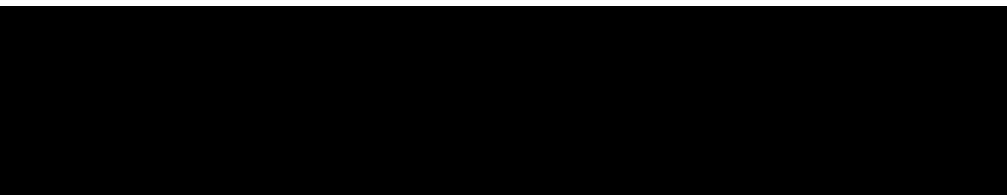
**ORDER REFERENCE:** **PS23107 – Interim Evaluation of Domestic Energy Affordability Support in Northern Ireland**

**THE BUYER:** **Department for Energy Security and Net Zero (formerly Department for Business, Energy and Industrial Strategy (BEIS))**

**BUYER ADDRESS** **1 Victoria Street, London, SW1H 0ET**

**THE SUPPLIER:** **IPSOS (Market Research) Limited**

**SUPPLIER ADDRESS:** **3 Thomas More Square, London, E1W 1YW**



**APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 12 June 2023. It's issued under the DPS Contract with the reference number RM6126 for the provision of Interim Evaluation of Domestic Energy Affordability Support in Northern Ireland.

**DPS FILTER CATEGORY(IES):**

**Quantitative, Qualitative, Depth interviews, Workshop, Impact evaluation, Experimental / quasi-experimental impact evaluation, Theory-based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling), Process evaluation, Value-for-money evaluation, Evaluation scoping / evaluability assessment**

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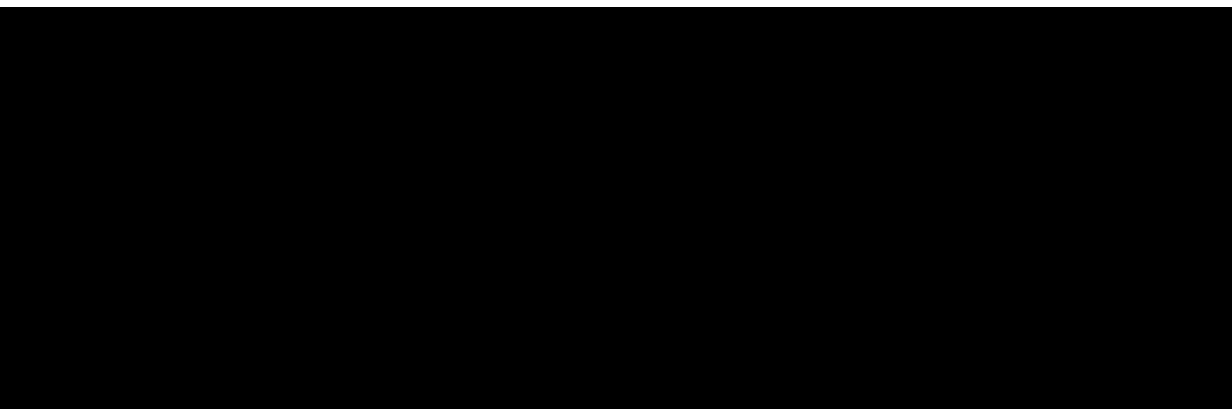
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**ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6126
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6126
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for PS23107
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
6. Order Schedule 4 (Order Tender)

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**ORDER SPECIAL TERMS**

**ORDER START DATE: Wednesday 14 June 2023**

**ORDER EXPIRY DATE: Wednesday 31 July 2024**

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ORDER INITIAL PERIOD: **13 months, 2 weeks**

**DELIVERABLES**

See details in Order Schedule 20 (Order Specification)

**MAXIMUM LIABILITY**

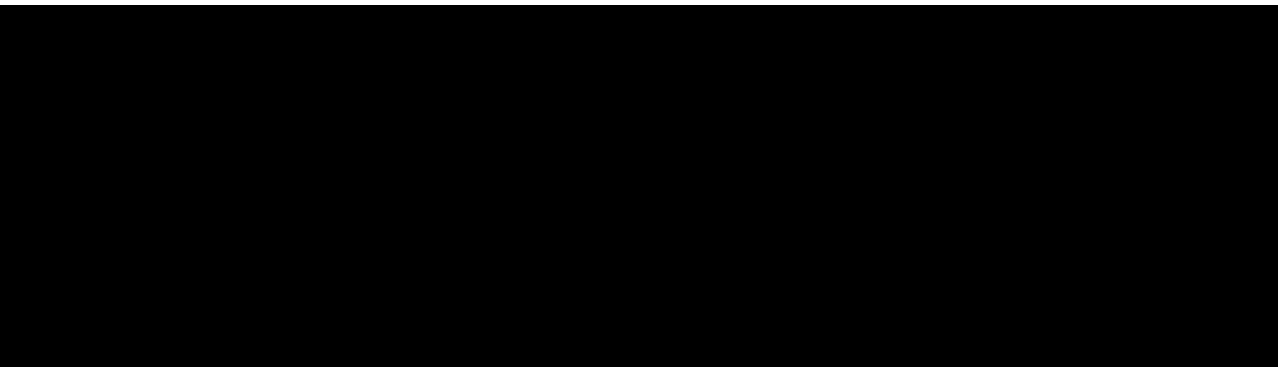
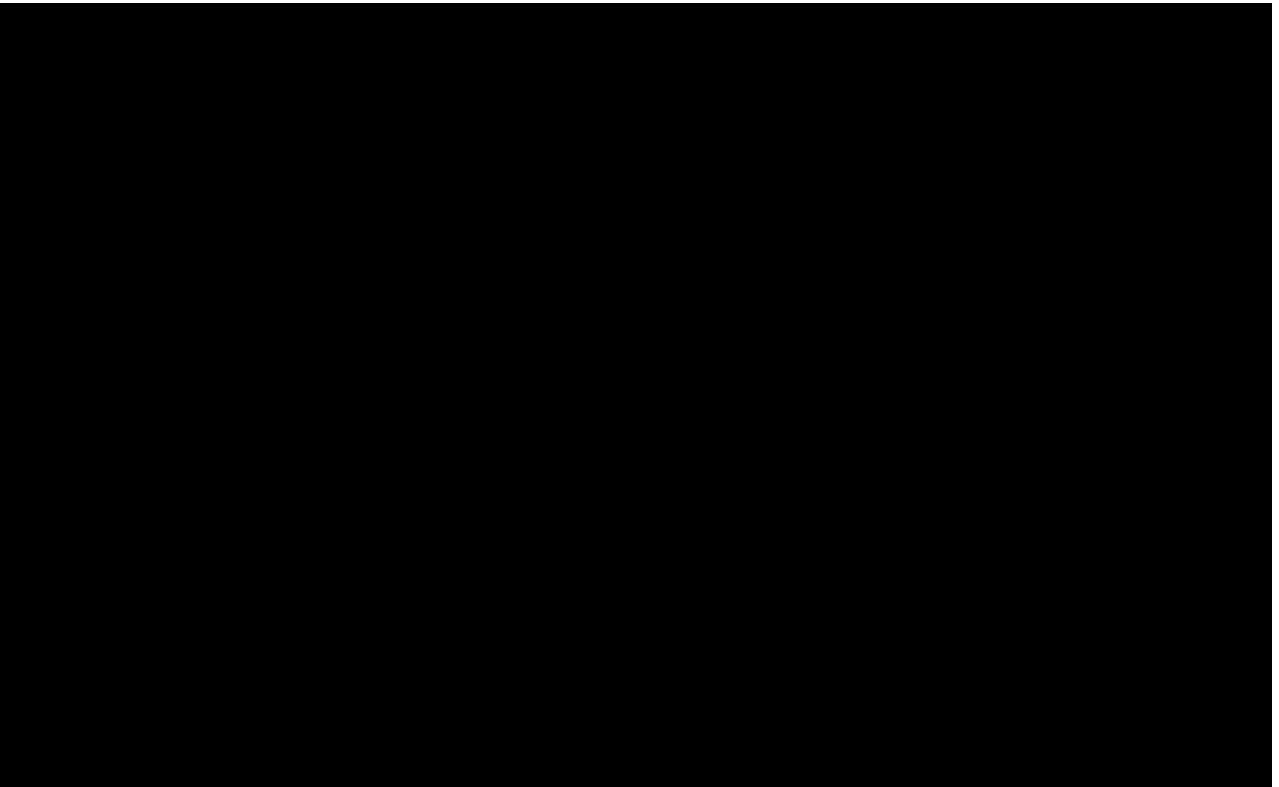
The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

**ORDER CHARGES**

The total Contract Price shall not exceed £789,695.50 excluding VAT.  
See details in Order Schedule 5 (Pricing Details)

**REIMBURSABLE EXPENSES**

None



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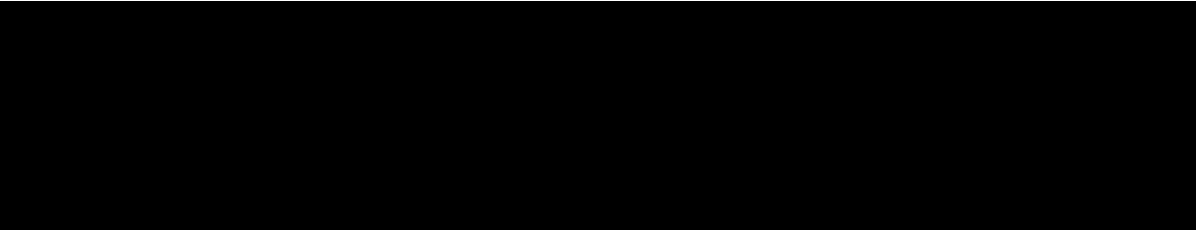
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**BUYER'S ENVIRONMENTAL POLICY**

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/675134/beis-environmental-policy-2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/675134/beis-environmental-policy-2018.pdf)

**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/publications/civil-nuclear-cyber-security-strategy>

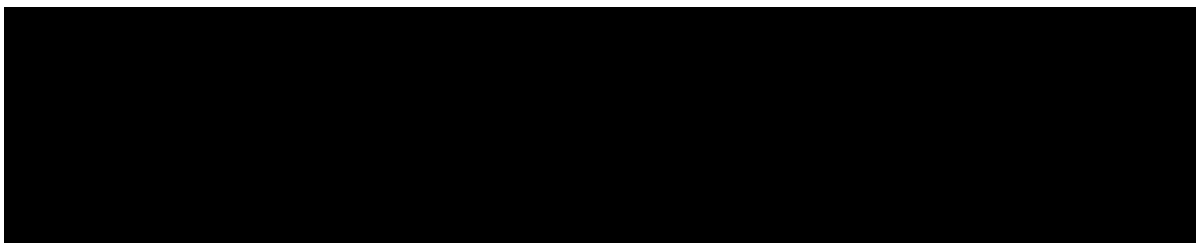
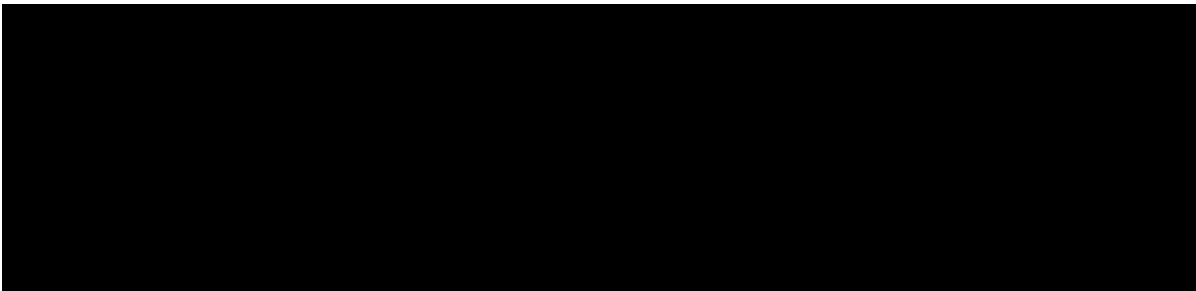


**PROGRESS REPORT FREQUENCY**

**Weekly**

**PROGRESS MEETING FREQUENCY**

**Weekly**



**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

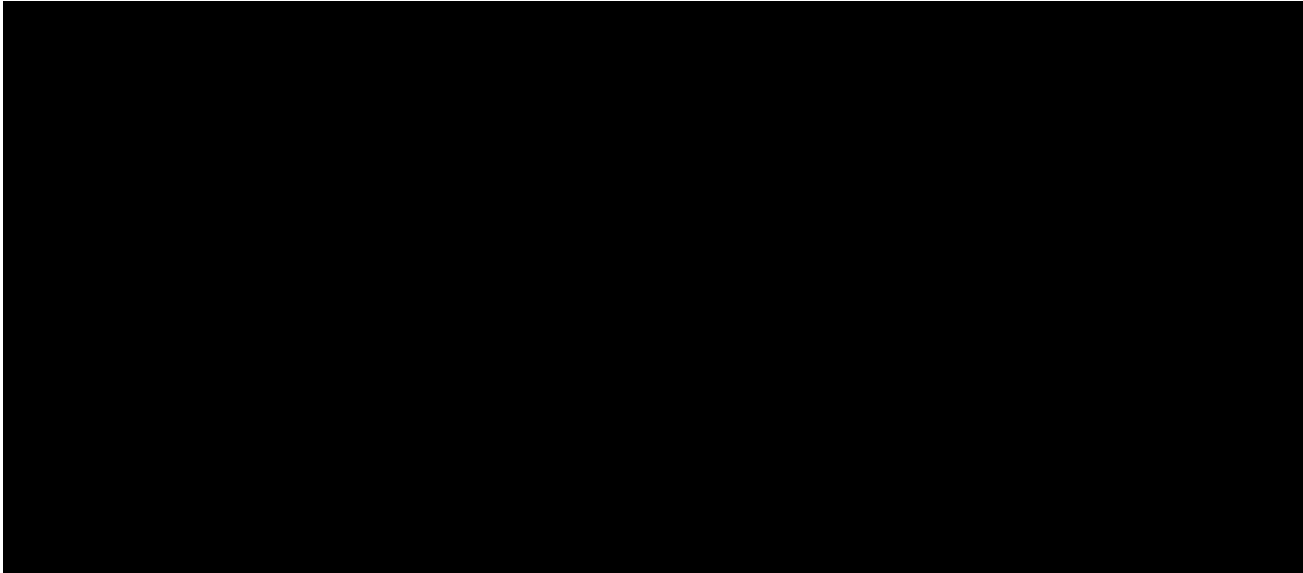
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**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)]



**Joint Schedule 1 (Definitions)**

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**Joint Schedule 1 (Definitions)**

- 1.1** In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2** If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3** In each Contract, unless the context otherwise requires:
- 1.3.1** the singular includes the plural and vice versa; **1.3.2** reference to a gender includes the other gender and the neuter; **1.3.3** references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4** a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5** the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6** references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7** references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8** references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9** references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10** references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

**Joint Schedule 1 (Definitions)**

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~~1.1.1~~ the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and ~~1.1.12~~ where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

~~1.4~~ In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>"Audit"</b>	the Relevant Authority's right to: <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> </ul>

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	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;

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<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
<b>"Central Government Body"</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

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<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,
	would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the DPS Contract or the Order Contract, as the context requires;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;

RM6126 - Research &amp; Insights DPS

Project Version: v1.0

Model Version: v1.1

**Joint Schedule 1 (Definitions)**

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<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p>
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	<p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and

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	the National Assembly for Wales), including, but not limited to, government ministers and government departments
	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject Access Request"</b>	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;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Levy"</b>	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;

**Joint Schedule 1 (Definitions)**

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<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>

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<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC 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;
<b>"DPA 2018"</b>	a) the Data Protection Act 2018;
<b>"DPS"</b>	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
<b>"DPS Application"</b>	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;

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<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or  iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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<b>"Existing IPR"</b>	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 Start Date or otherwise);
<b>"Expiry Date"</b>	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
<b>"Filter Categories"</b>	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>

	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"GDPR"</b>	i) the General Data Protection Regulation (Regulation (EU) 2016/679);

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<b>"General Anti-Abuse Rule"</b>	b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:  i) are supplied to the Supplier by or on behalf of the Authority; or

	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> ;
<b>"Guarantor"</b>	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;

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<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> </ul> <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a) a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;

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<b>"Insolvency Event"</b>	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

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	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	a) 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 Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>;</p>
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the</p> <p>Platform and in the Key Subcontractor Section in the Order Form;</p>

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<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	any law, 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, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Management Information"</b>	the management information specified in DPS Schedule 5 (Management Levy and Information);
<b>"Management Levy"</b>	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the DPS Appointment Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> </ul> is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

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<b>"MI Reporting Template"</b>	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction 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 Supplier 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 in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Start Date or to a civil penalty for fraud or evasion;</p>

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<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</p>
	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) 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 the actual Costs profile for each Service Period;</p>
<b>"Order"</b>	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Contract"</b>	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Order Contract Period"</b>	the Contract Period in respect of the Order Contract;

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<b>"Order Expiry Date"</b>	the date of the end of an Order Contract as stated in the Order Form;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
<b>"Order Form Template"</b>	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
<b>"Order Incorporated Terms"</b>	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
<b>"Order Initial Period"</b>	the Initial Period of an Order Contract specified in the Order Form;
<b>"Order Optional Extension Period"</b>	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Order Procedure"</b>	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
<b>"Order Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
<b>"Order Start Date"</b>	the date of start of an Order Contract as stated in the Order Form;
<b>"Order Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the DPS Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

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<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Platform"</b>	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-thewhistle-list-of-prescribed-people-and-bodies--2/whistleblowing-listof-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-thewhistle-list-of-prescribed-people-and-bodies--2/whistleblowing-listof-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

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<b>“Prohibited Acts”</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>“Protective Measures”</b>	<p>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 including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
<b>“Recall”</b>	<p>a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
<b>“Recipient Party”</b>	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>

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<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) 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; and  the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:  a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing  the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);  b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and
	c) information derived from any of the above;
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

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<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>"SME"</b>	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 enterprises;
<b>"Special Terms"</b>	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification);

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	<p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Start Date"</b>	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the DPS Appointment Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
<b>"Supplier's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>

**Joint Schedule 1 (Definitions)**

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<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;

**Joint Schedule 1 (Definitions)**

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<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and

**Joint Schedule 1 (Definitions)**

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<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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**Joint Schedule 2 (Variation Form)**

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**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")	
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")	
Contract reference number:	<b>[insert]</b> contract reference number]	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation		
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Joint Schedule 2 (Variation Form)**  
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Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

**Joint Schedule 3 (Insurance Requirements)**

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**Joint Schedule 3 (Insurance Requirements)****1. The insurance you need to have**

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

**2. How to manage the insurance**

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

**Joint Schedule 3 (Insurance Requirements)**

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evidence of placing cover representing any of the Insurances to which it is a party.

**3. What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

**5. Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

**6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

**7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

**Joint Schedule 3 (Insurance Requirements)**

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claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**Joint Schedule 3 (Insurance Requirements)**

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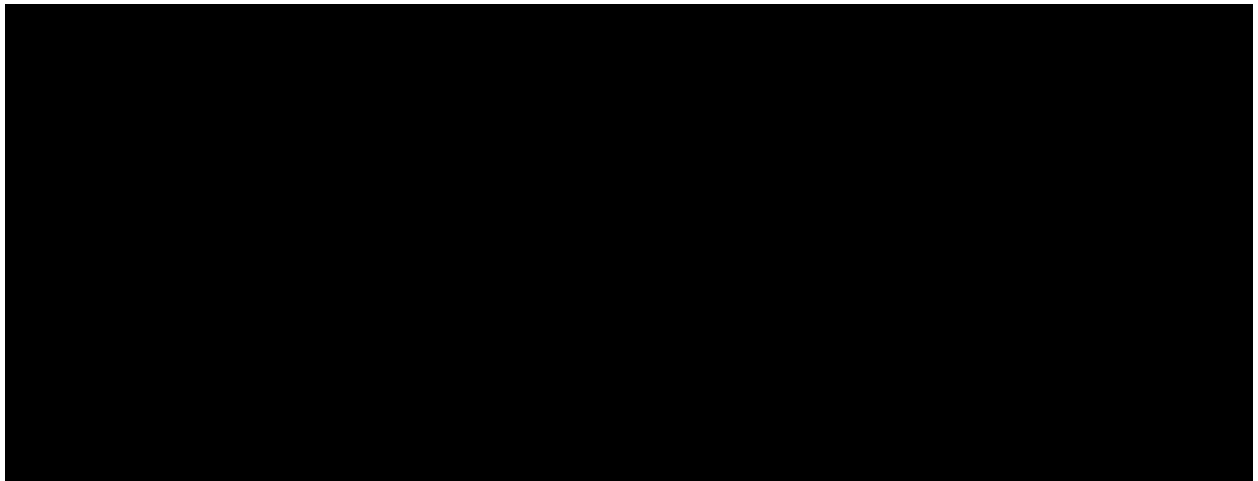
**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);
  - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and
  - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:



# Joint Schedule 5 (Corporate Social Responsibility)

## 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

## 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

## 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

### 3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

**4. Income Security****4.1 The Supplier shall:**

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about

the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5. Working Hours**

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

**6. Sustainability**

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

[https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

## **Joint Schedule 6 (Key Subcontractors)**

### **1. Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
  - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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Model Version: v1.1

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**Joint Schedule 6 (Key Subcontractors)**

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
  - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

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## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[ <b>Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

**Joint Schedule 10 (Rectification Plan)**

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Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

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- (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.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller 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 Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) 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 Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor 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 Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the 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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller 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; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

**Joint Schedule 11 (Processing Data)**

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applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

**Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

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measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

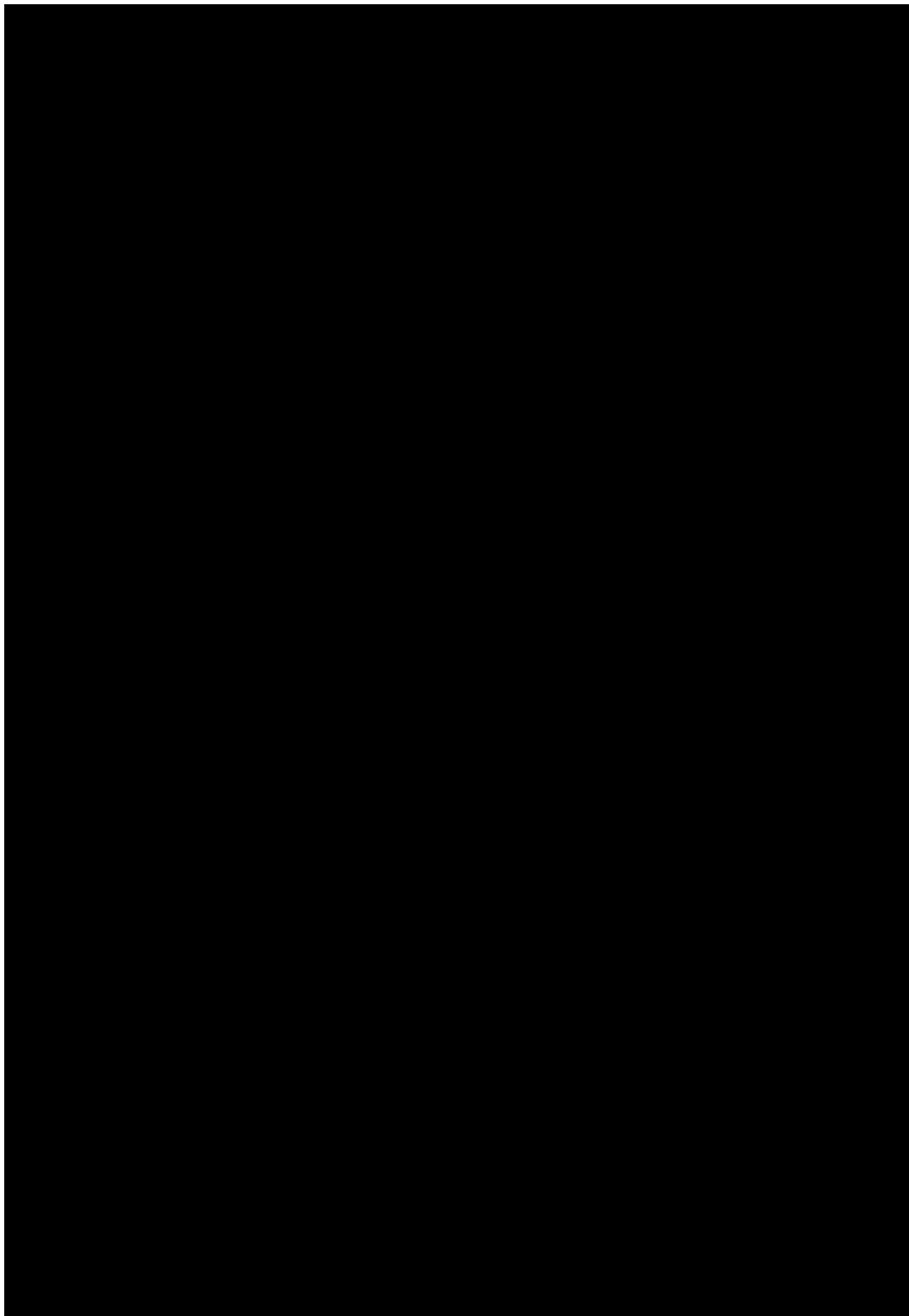
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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

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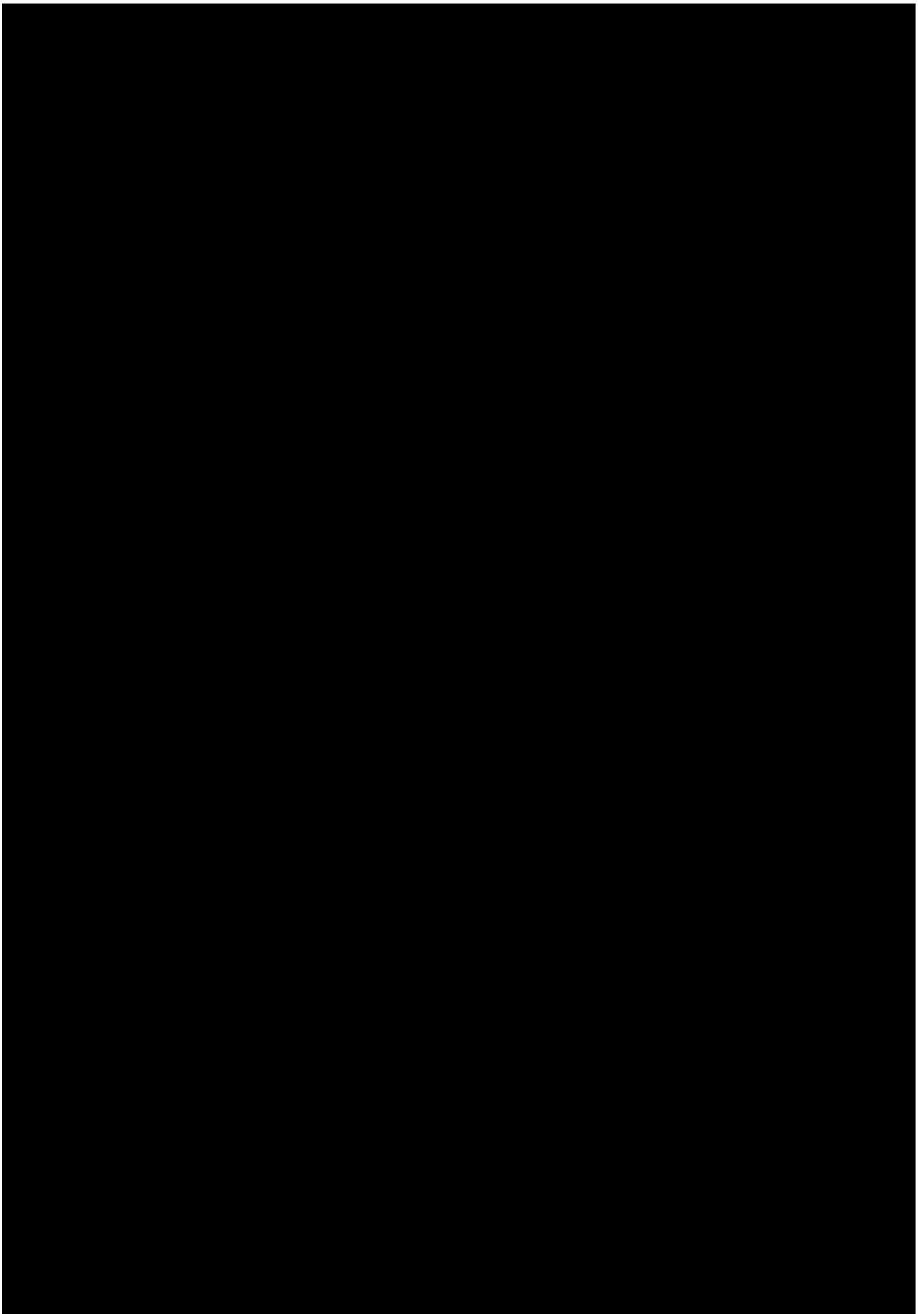


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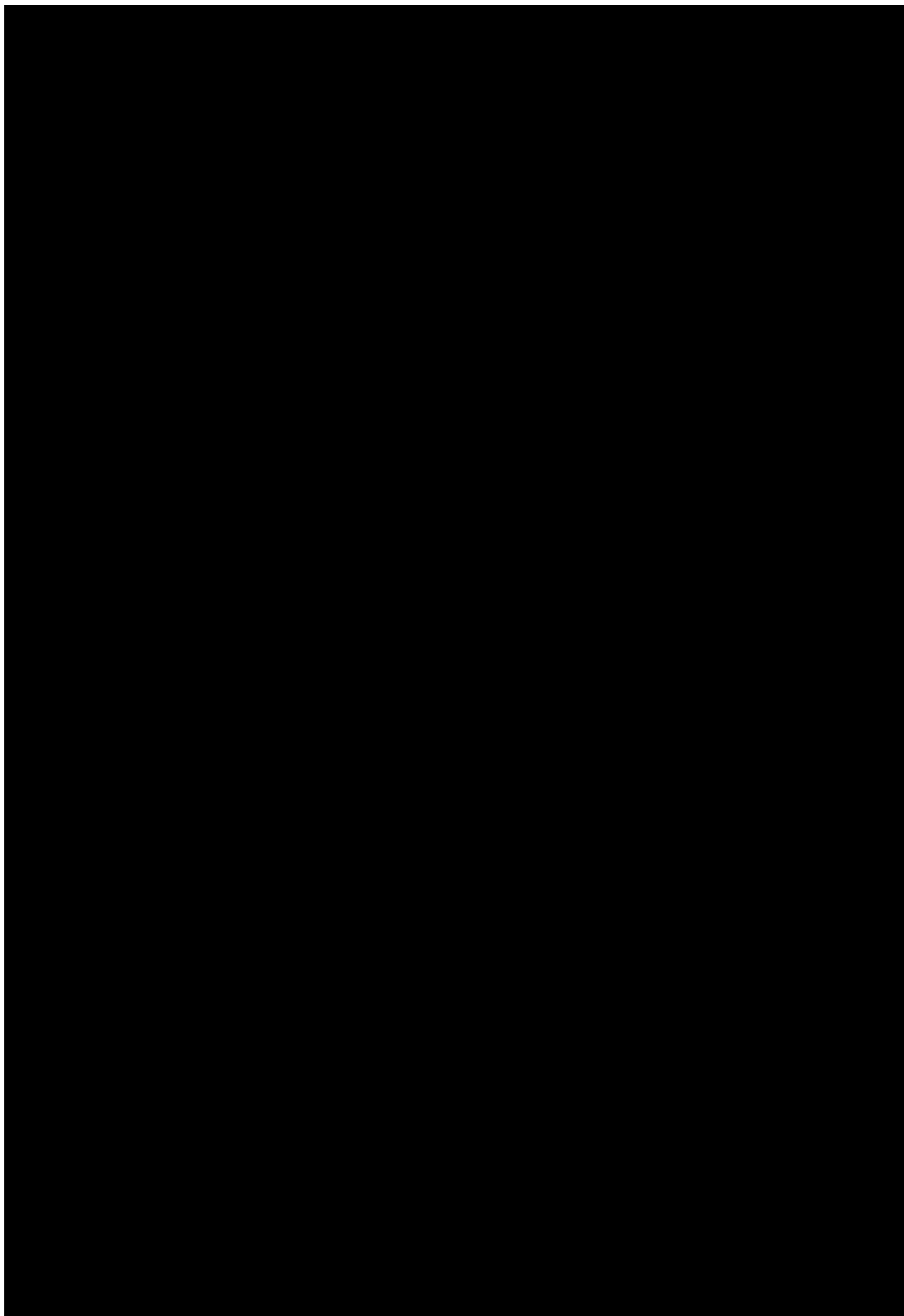
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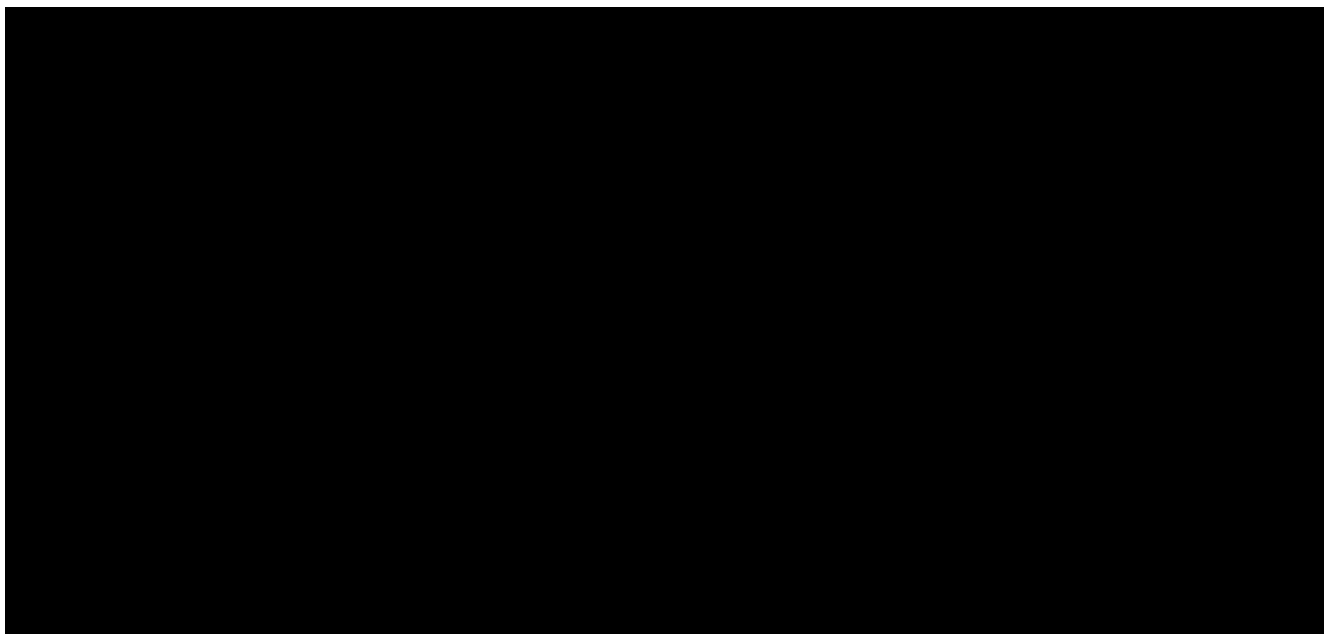


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**Annex 2 - Joint Controller Agreement**



**Order Schedule 2 (Staff Transfer)**

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**Order Schedule 2 (Staff Transfer)****1. Definitions**

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Acquired Rights Directive"</b>	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
<b>"Employee Liability"</b>	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

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	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there

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	is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of

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	relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

**2. INTERPRETATION**

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

**Order Schedule 2 (Staff Transfer)**

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- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**3. Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- [Part C (No Staff Transfer on the Start Date)]
- Part E (Staff Transfer on Exit)

**Order Schedule 2 (Staff Transfer)**

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## **PART C: NO STAFF TRANSFER ON THE START DATE**

### **1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;
 the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

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- 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
    - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

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1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

**2. Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any

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replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

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- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

**2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued

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but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
  - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
    - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
    - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
  - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
  - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
    - 2.7.1 no such offer has been made:
    - 2.7.2 such offer has been made but not accepted; or
    - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
  - 2.9 The indemnity in Paragraph 2.8:
    - 2.9.1 shall not apply to:

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- (a) any claim for:
  - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
  - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

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- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

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Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

**Order Schedule 3 (Continuous Improvement)**

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## Order Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

**Order Schedule 3 (Continuous Improvement)**

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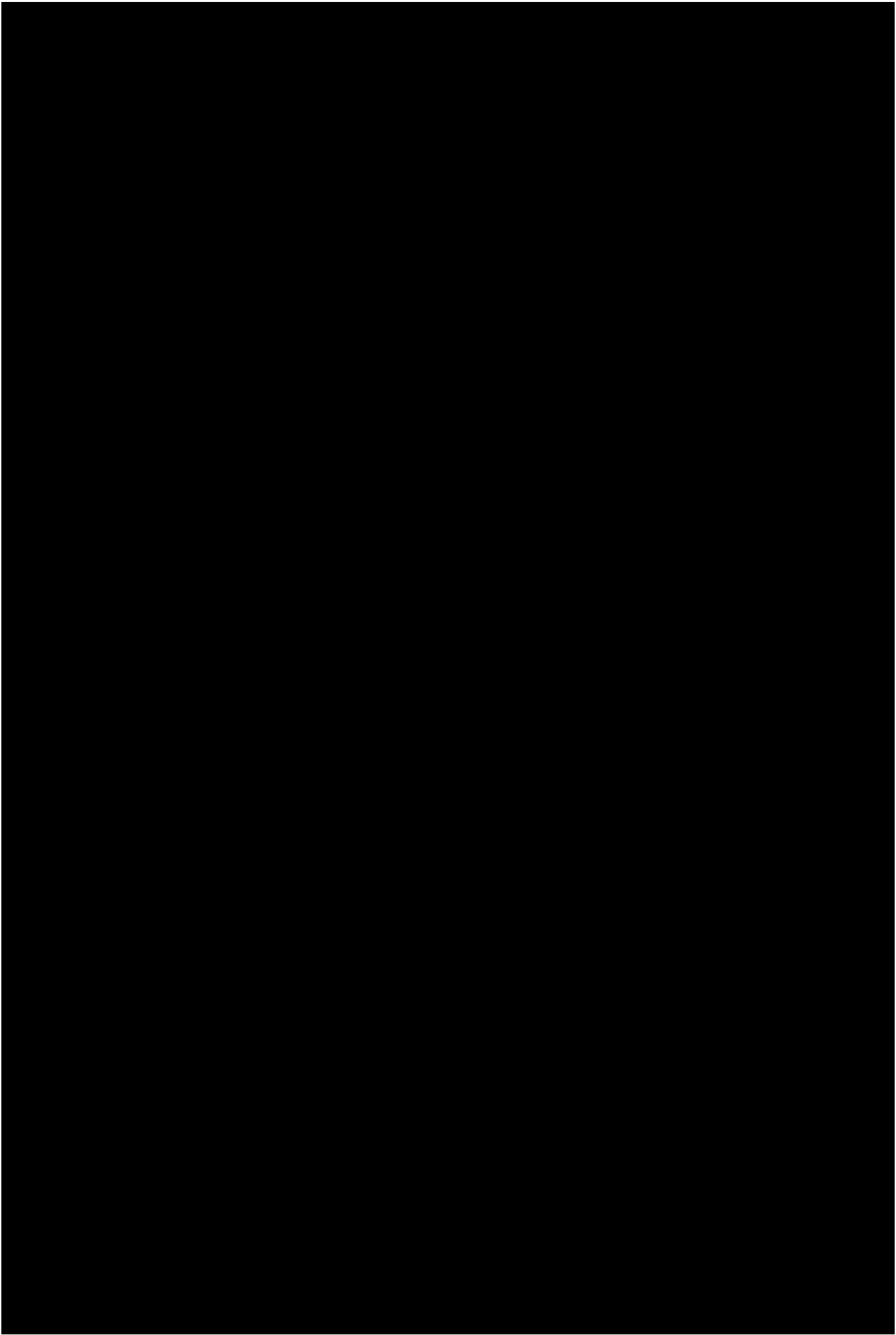
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
  - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

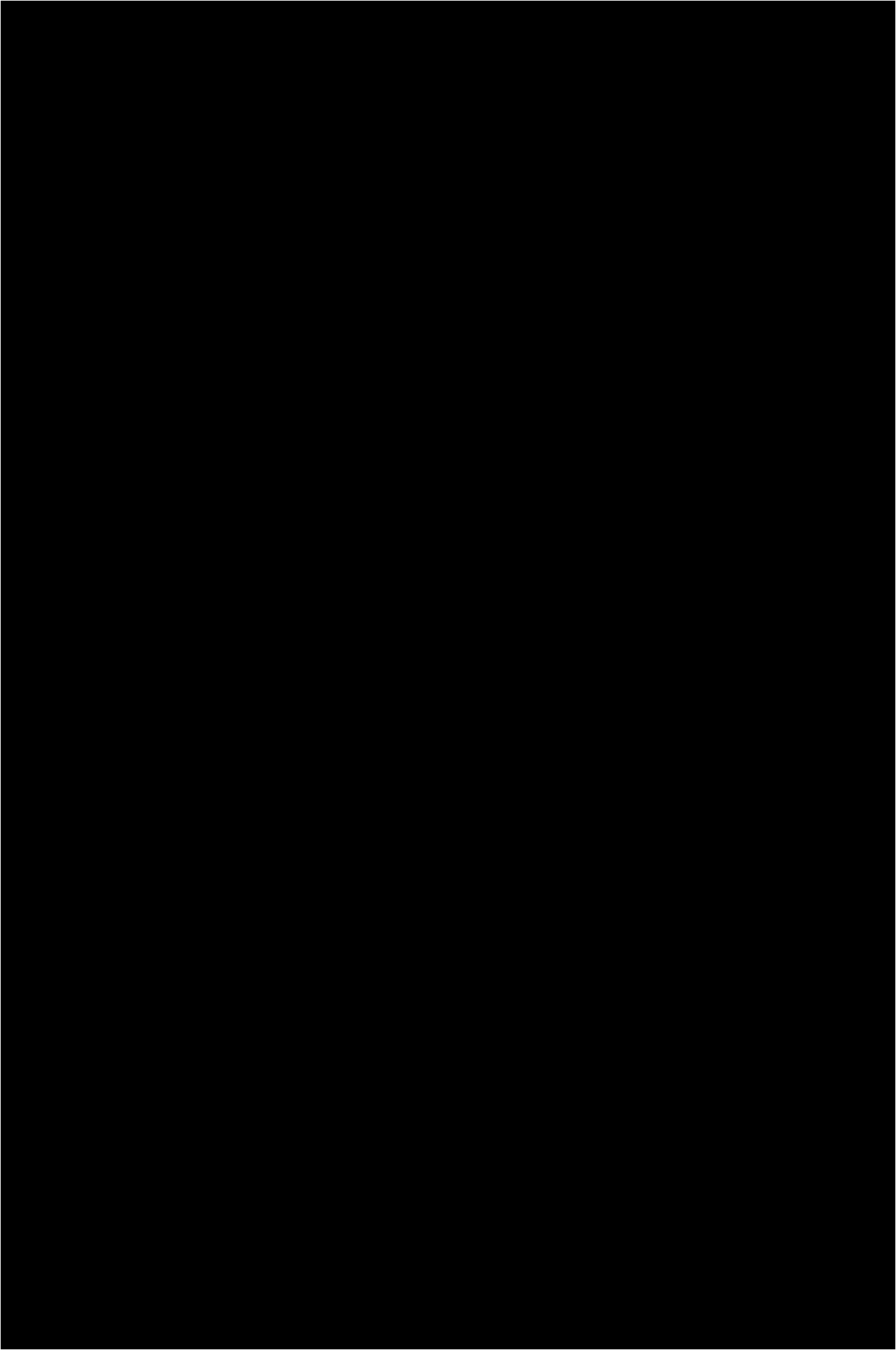
**Order Schedule 4 (Order Tender)**

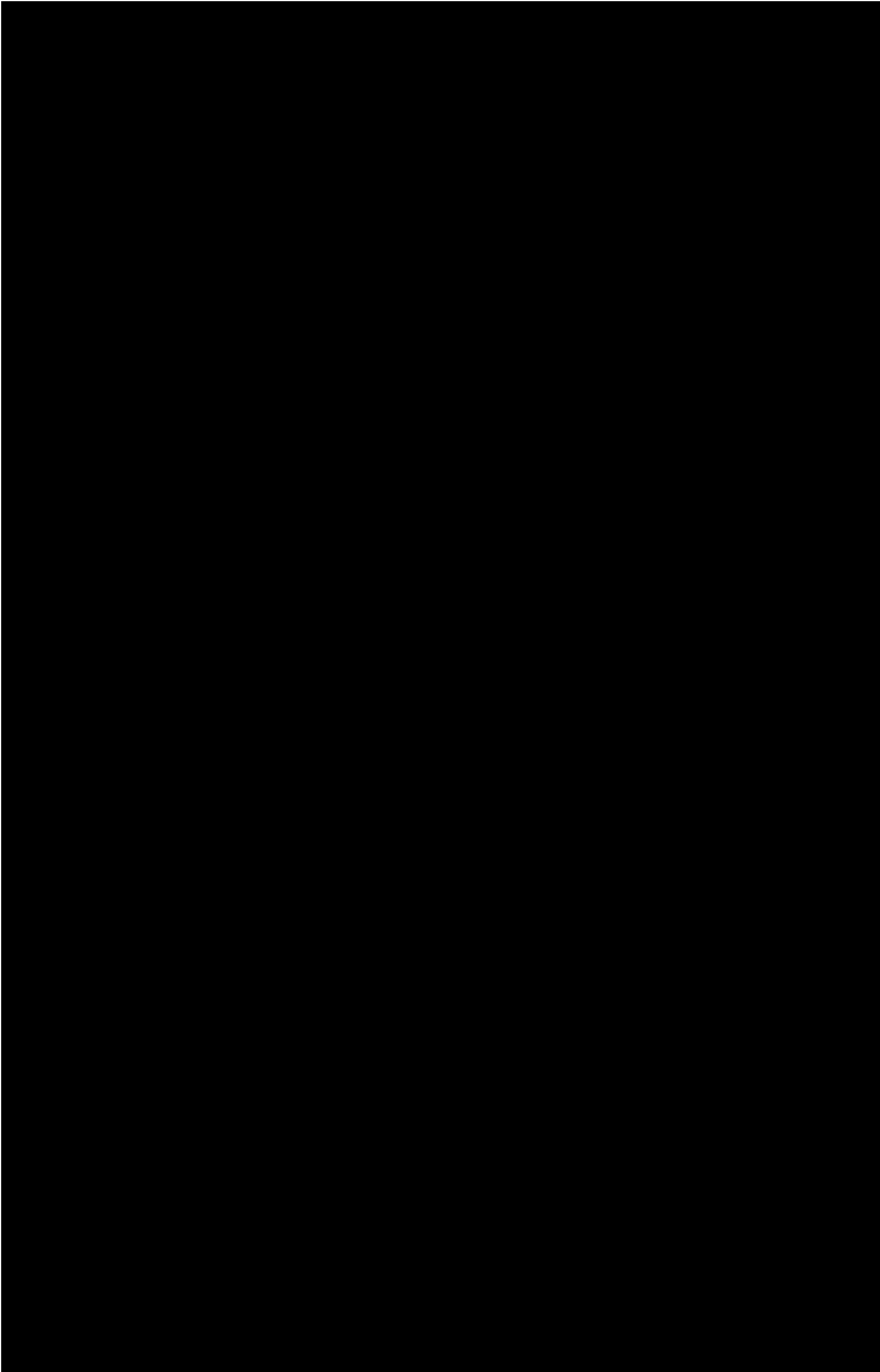
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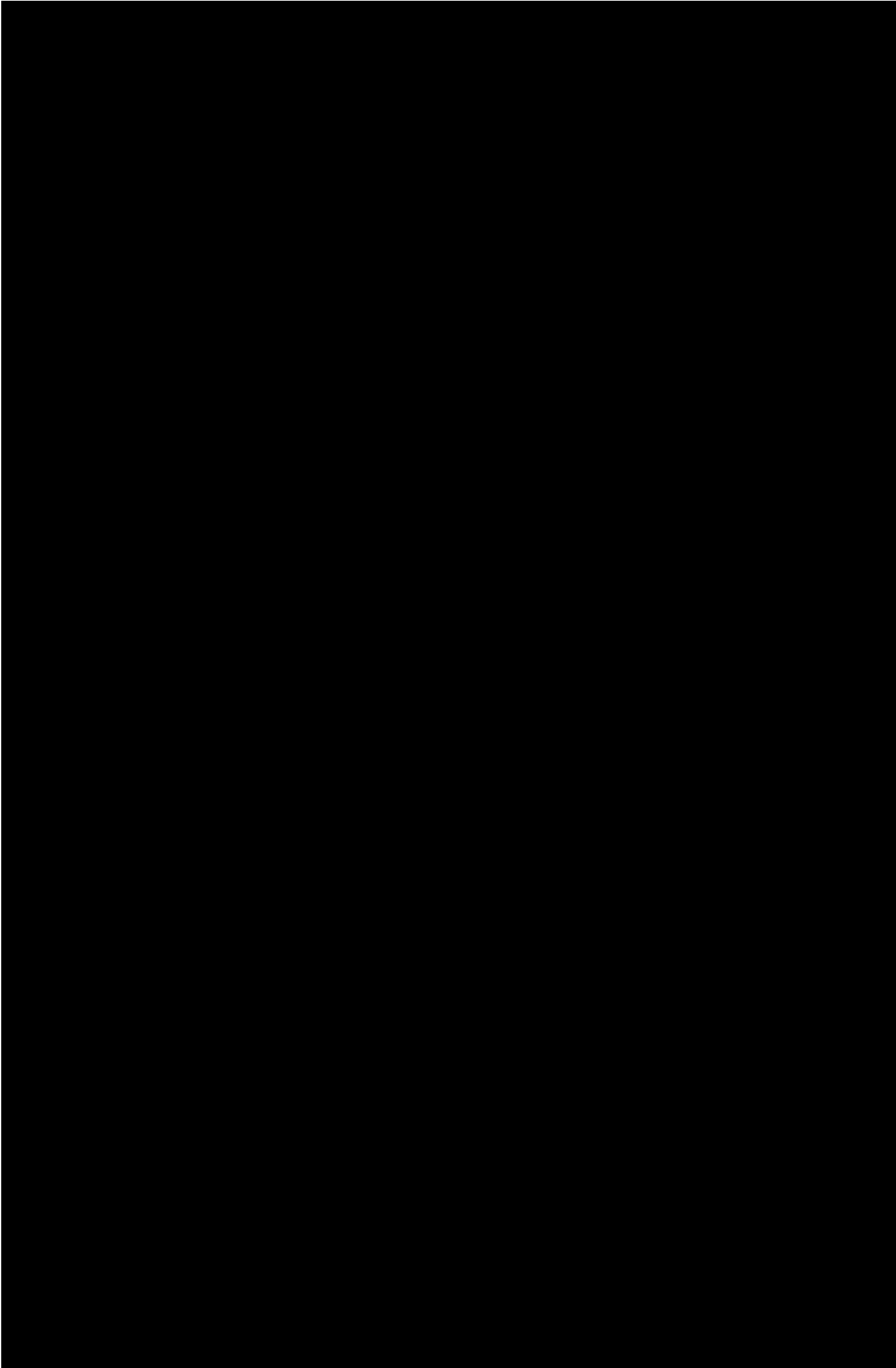
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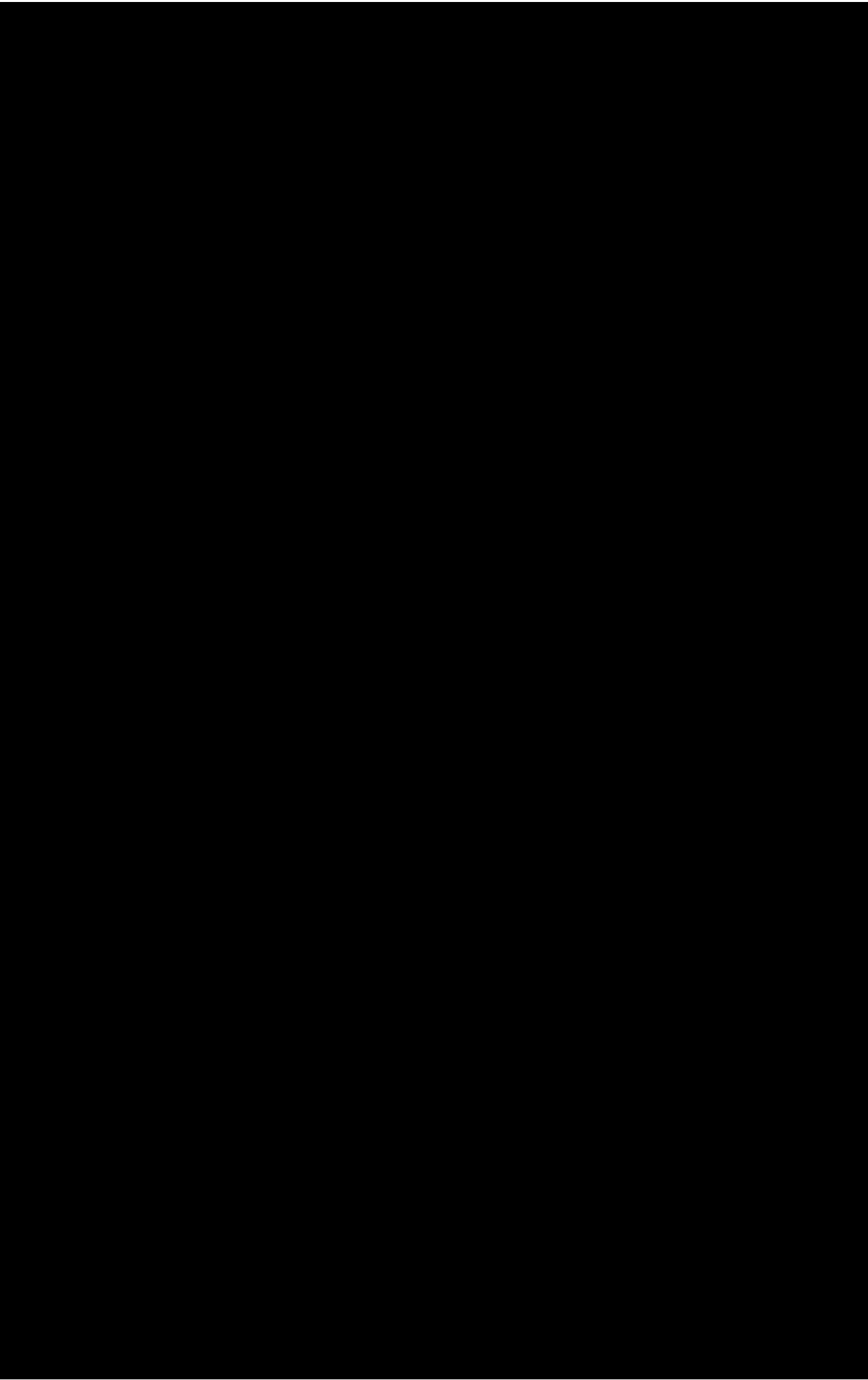
# **Order Schedule 4 (Order Tender)**

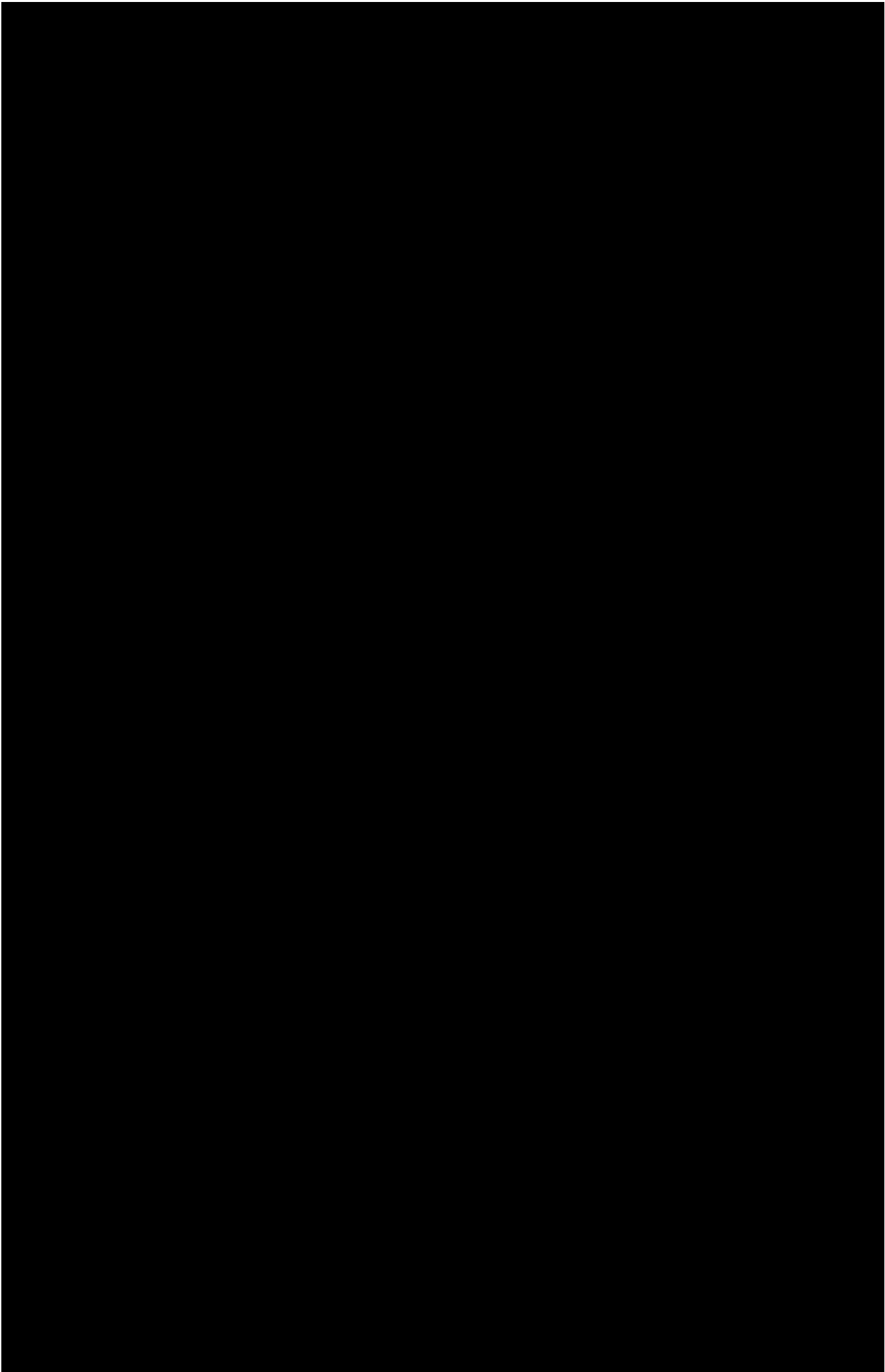


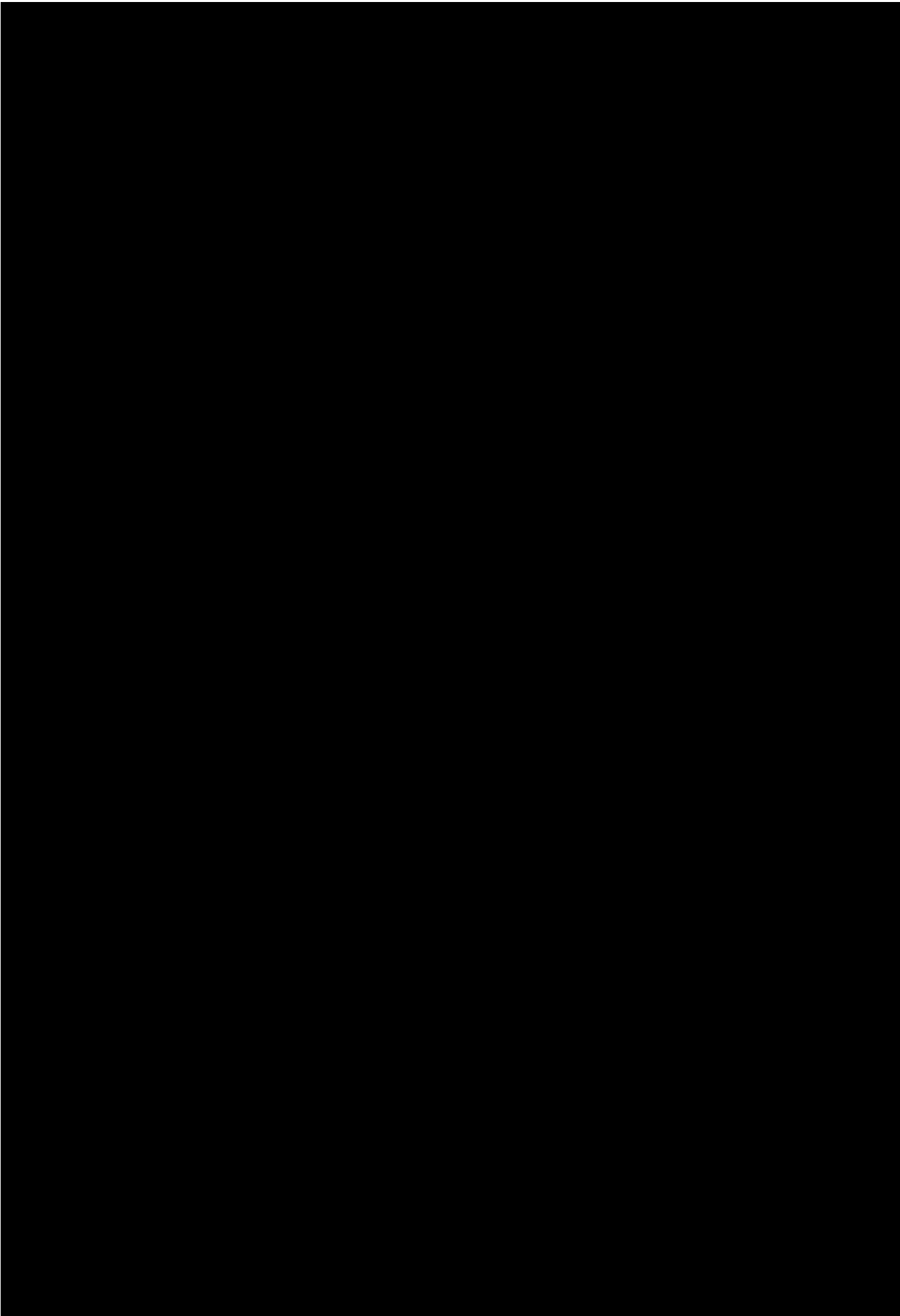


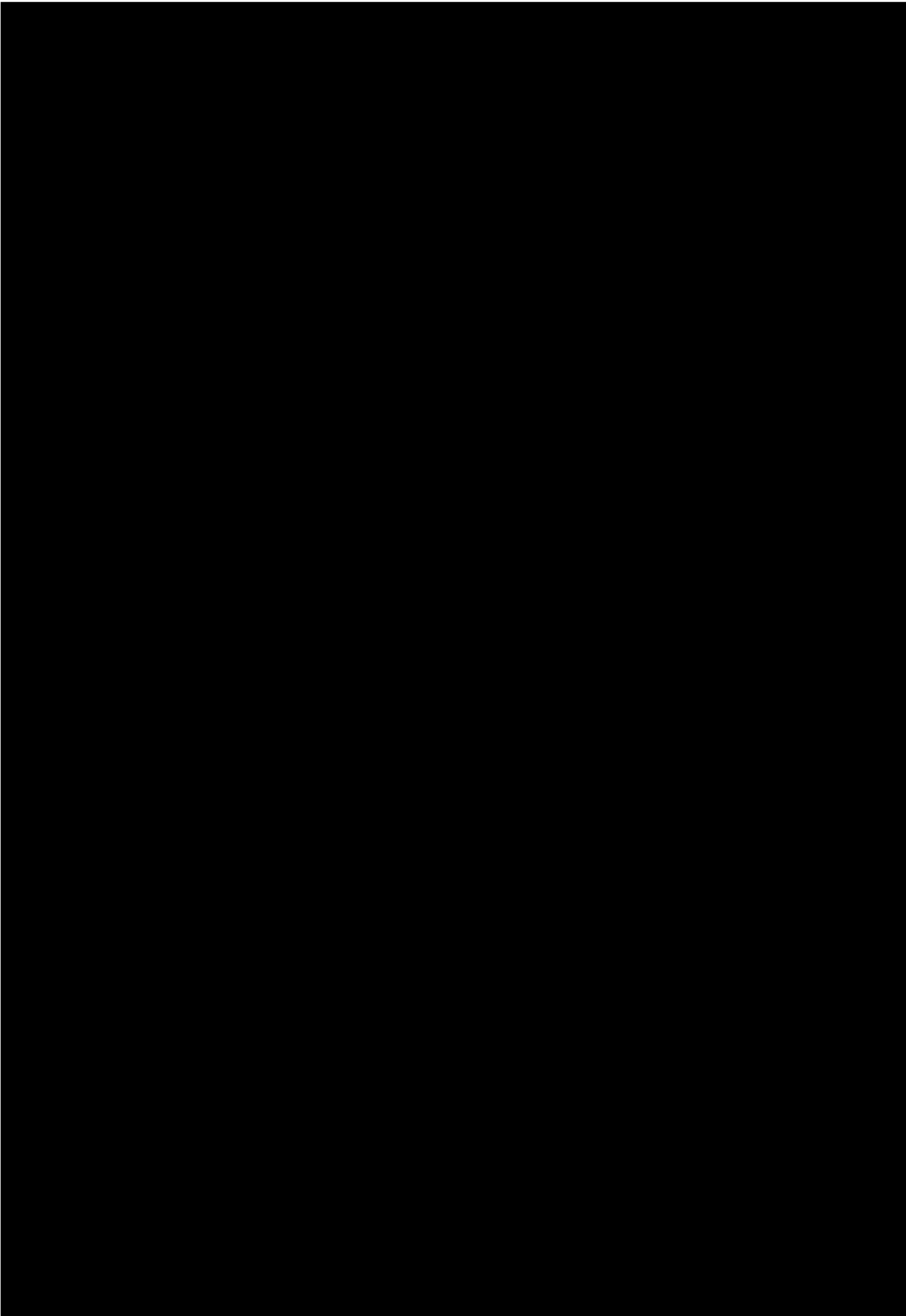


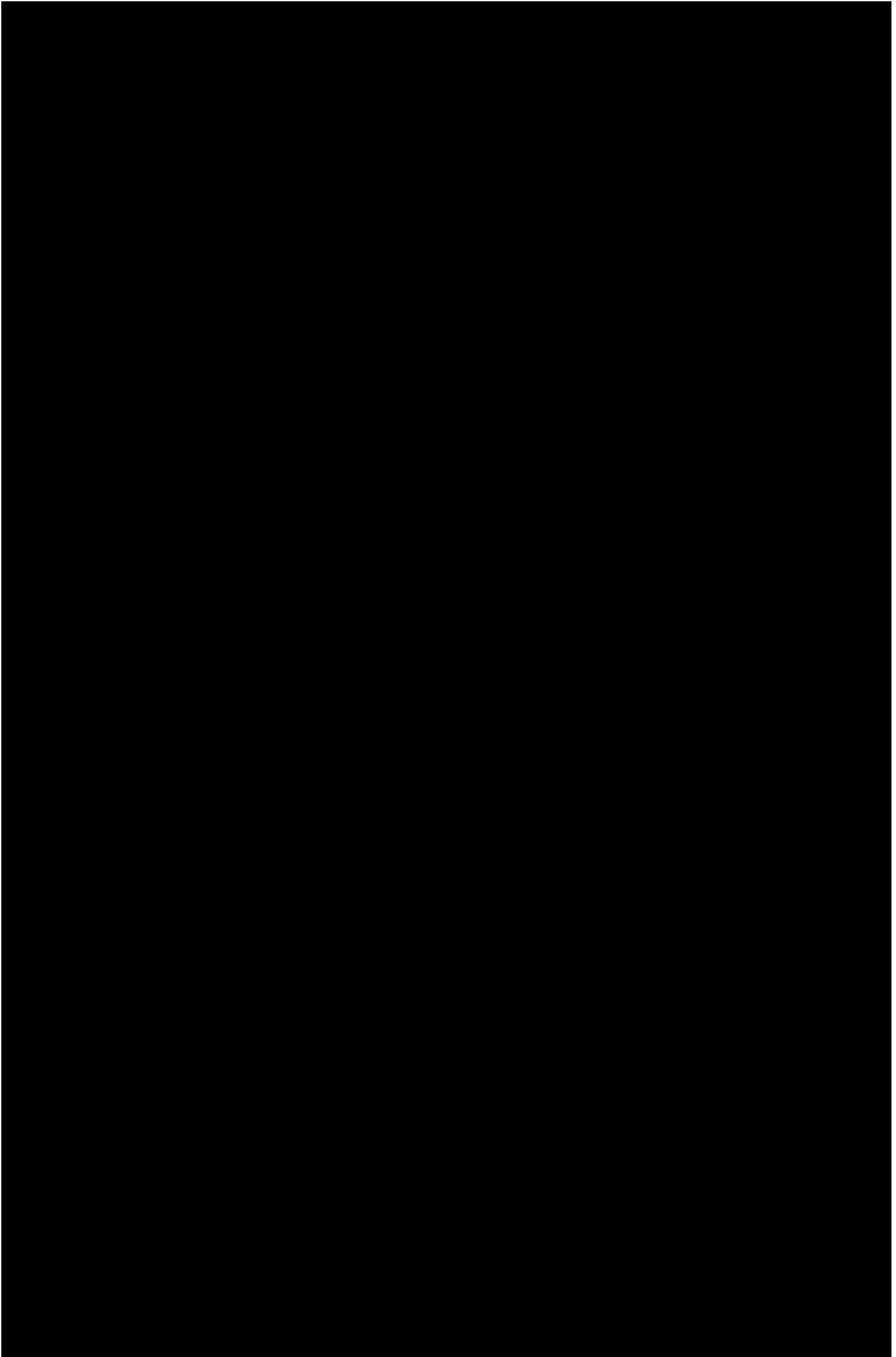


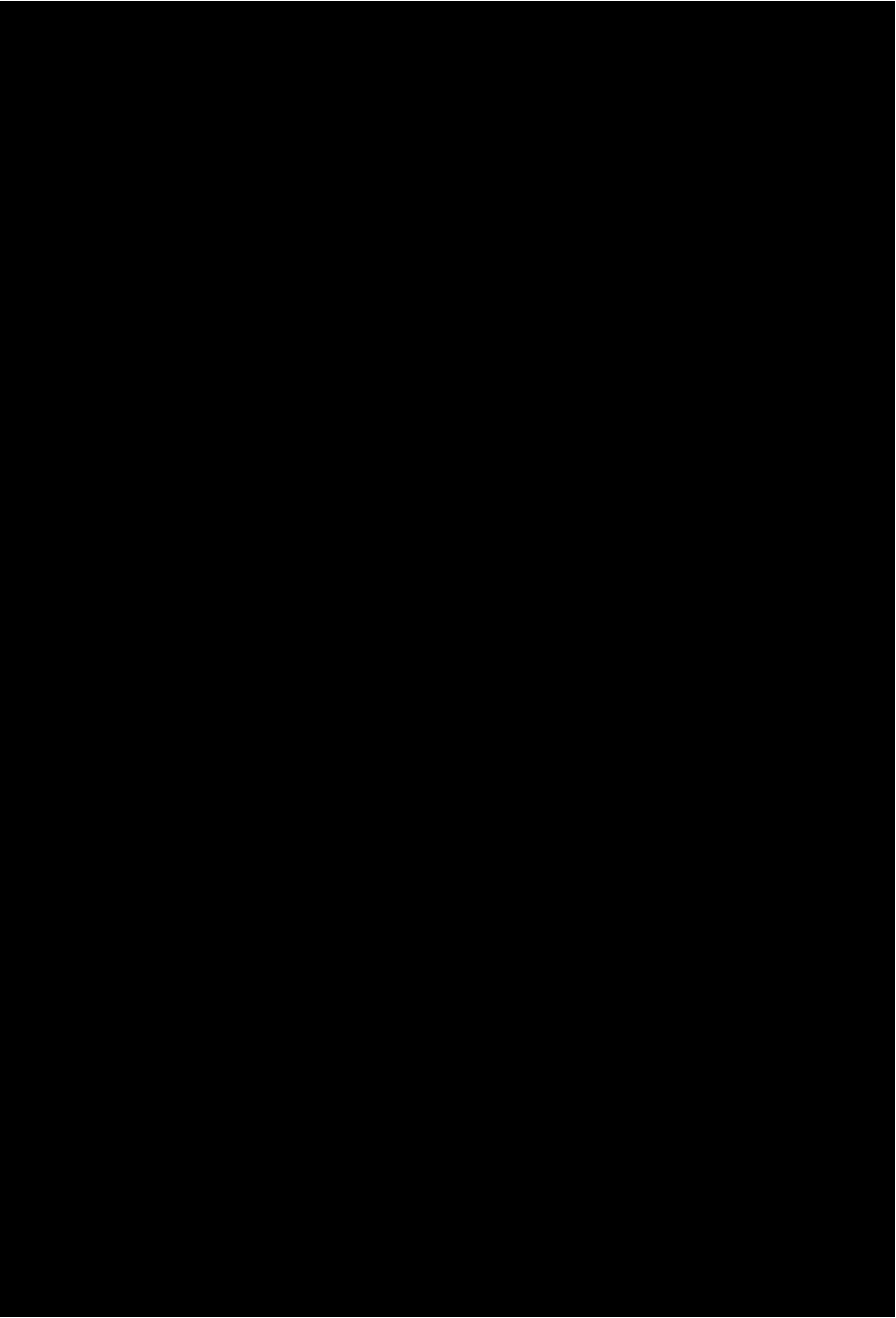


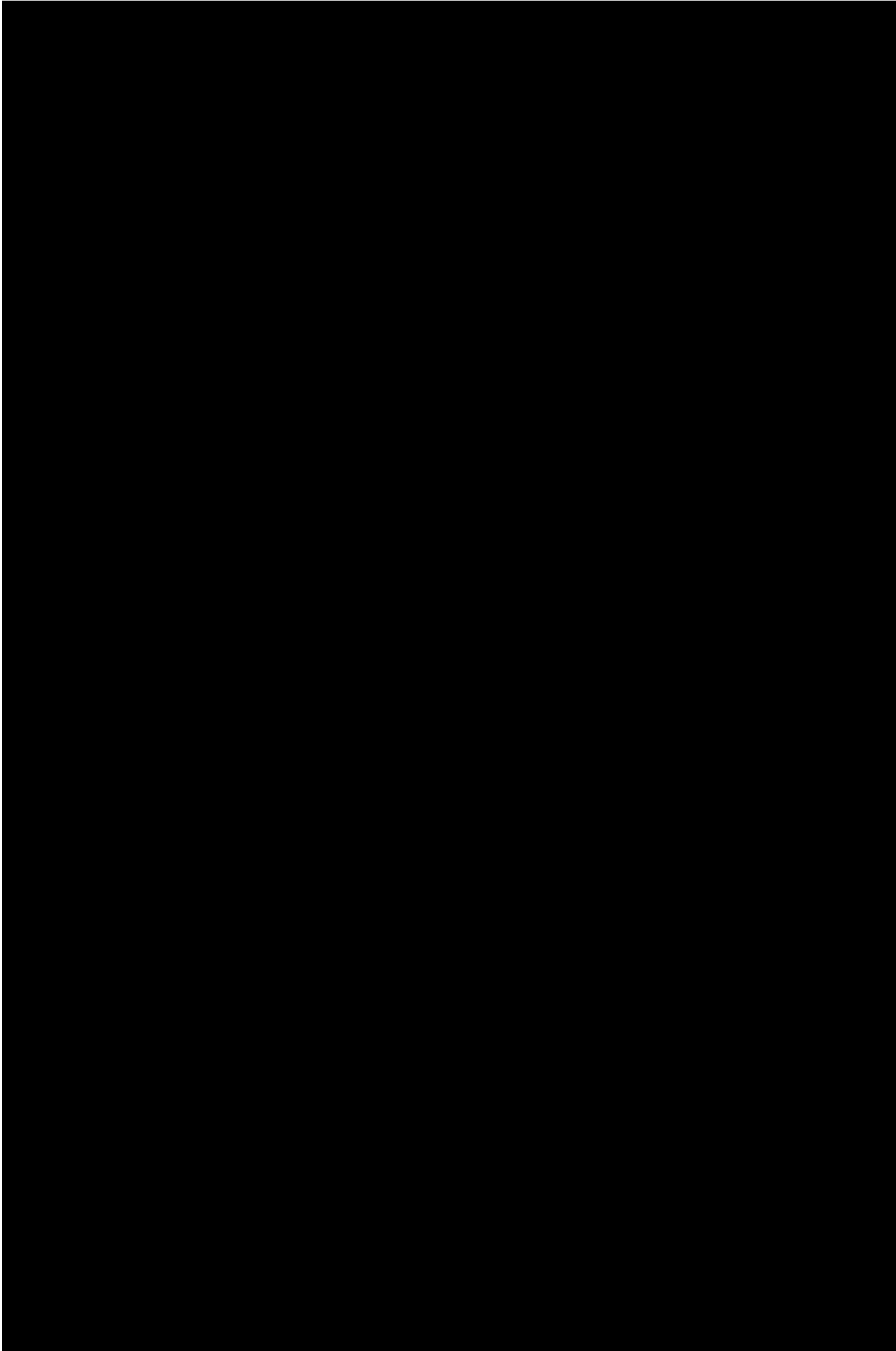


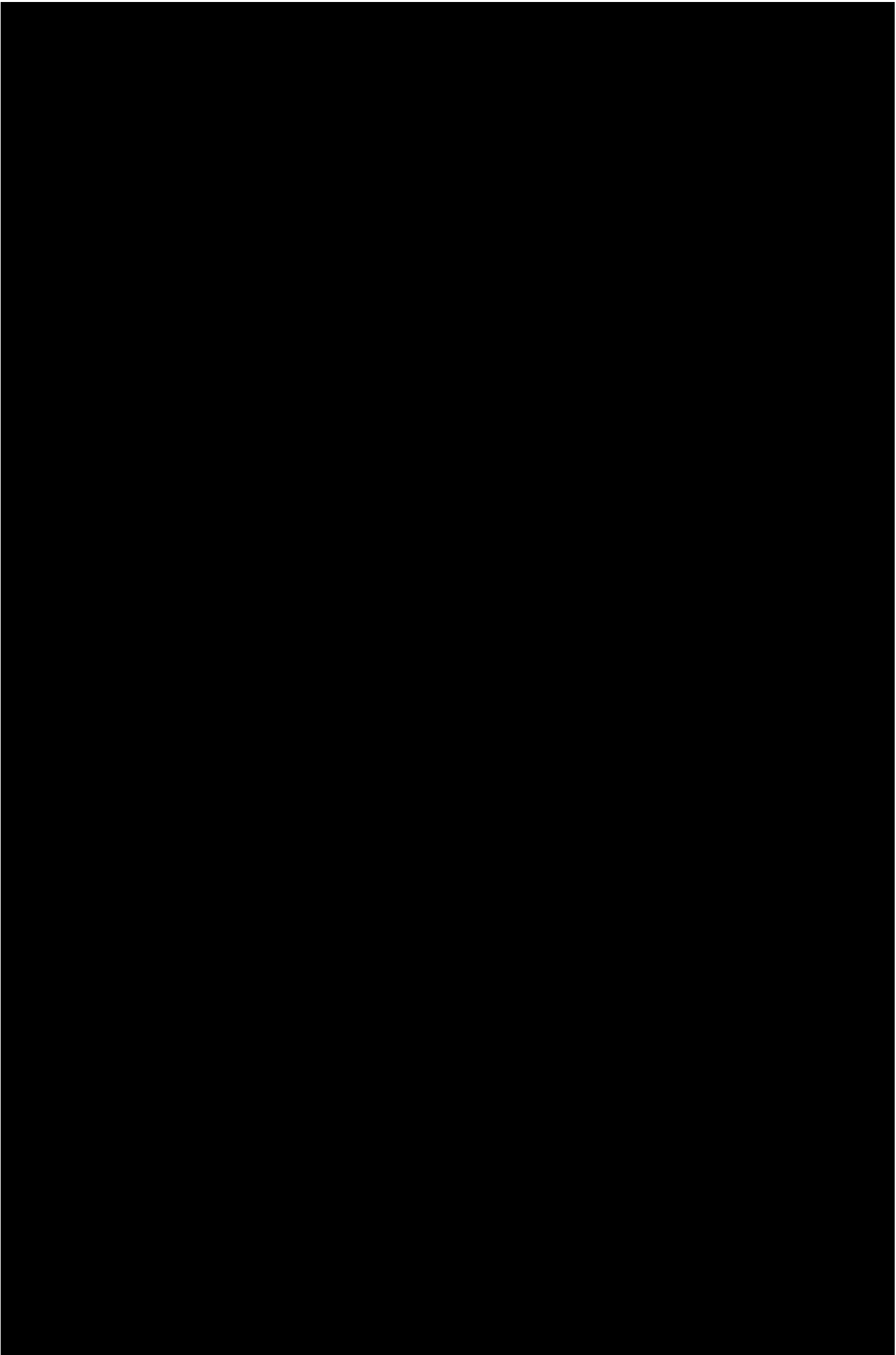


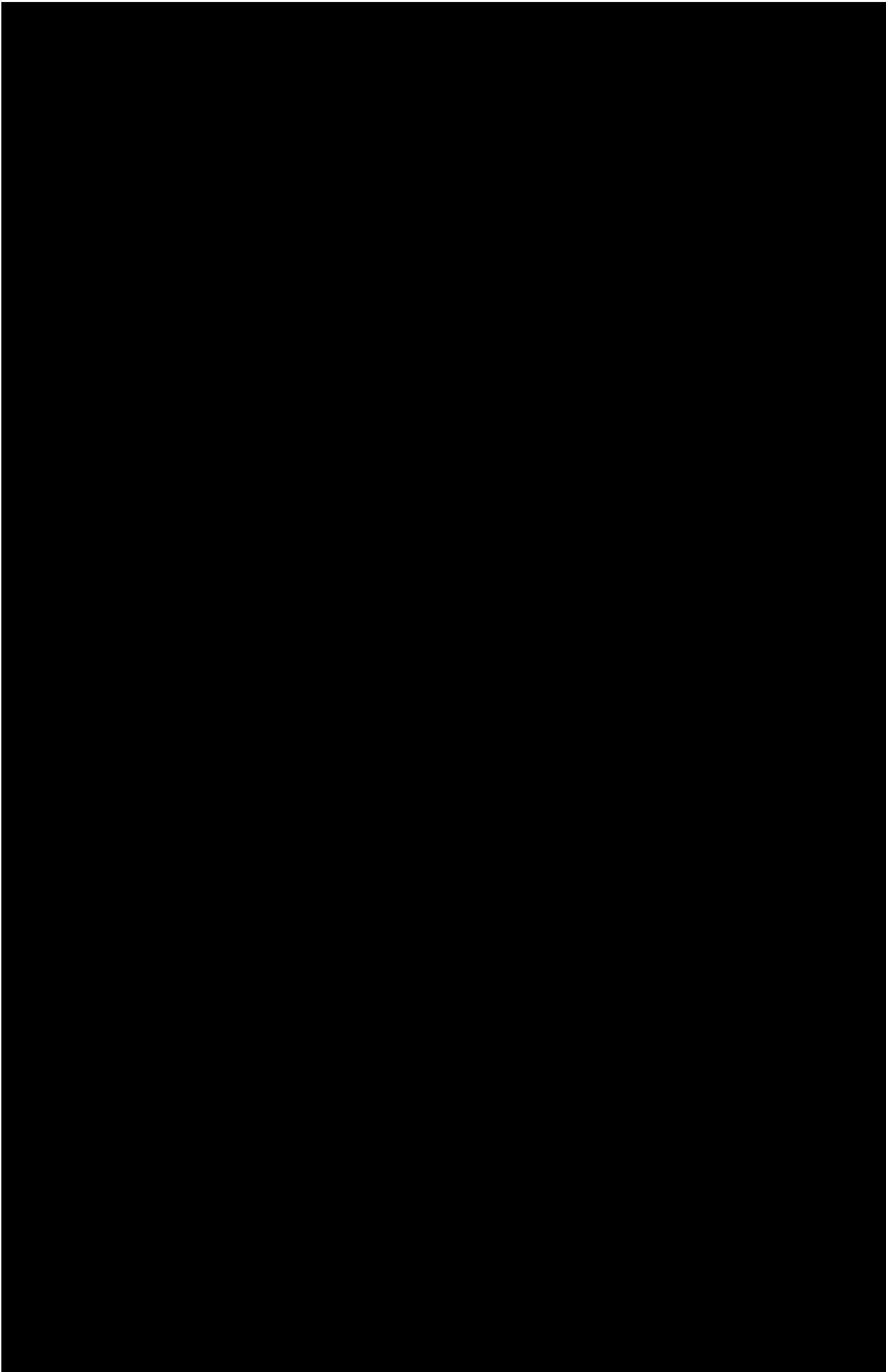


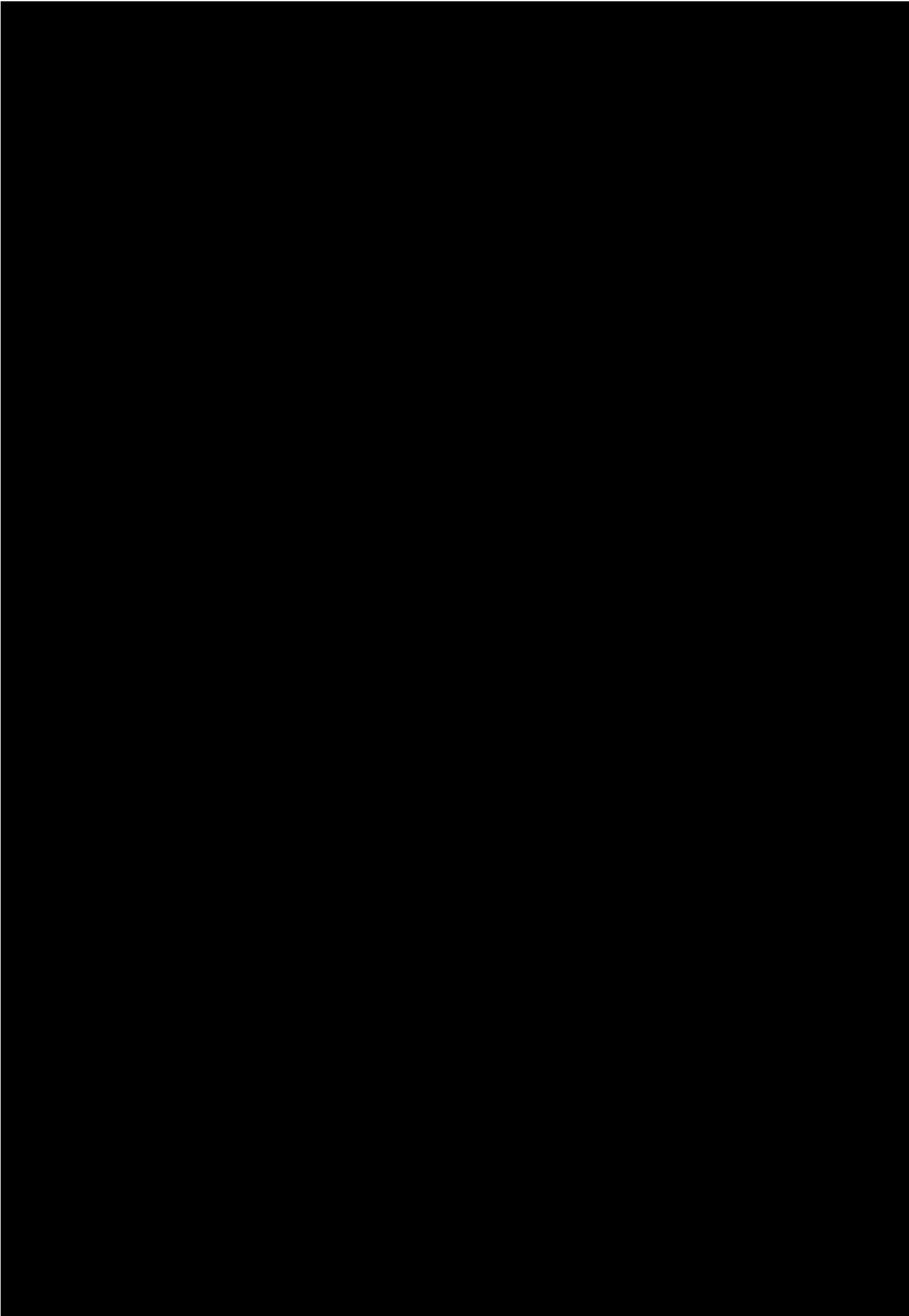


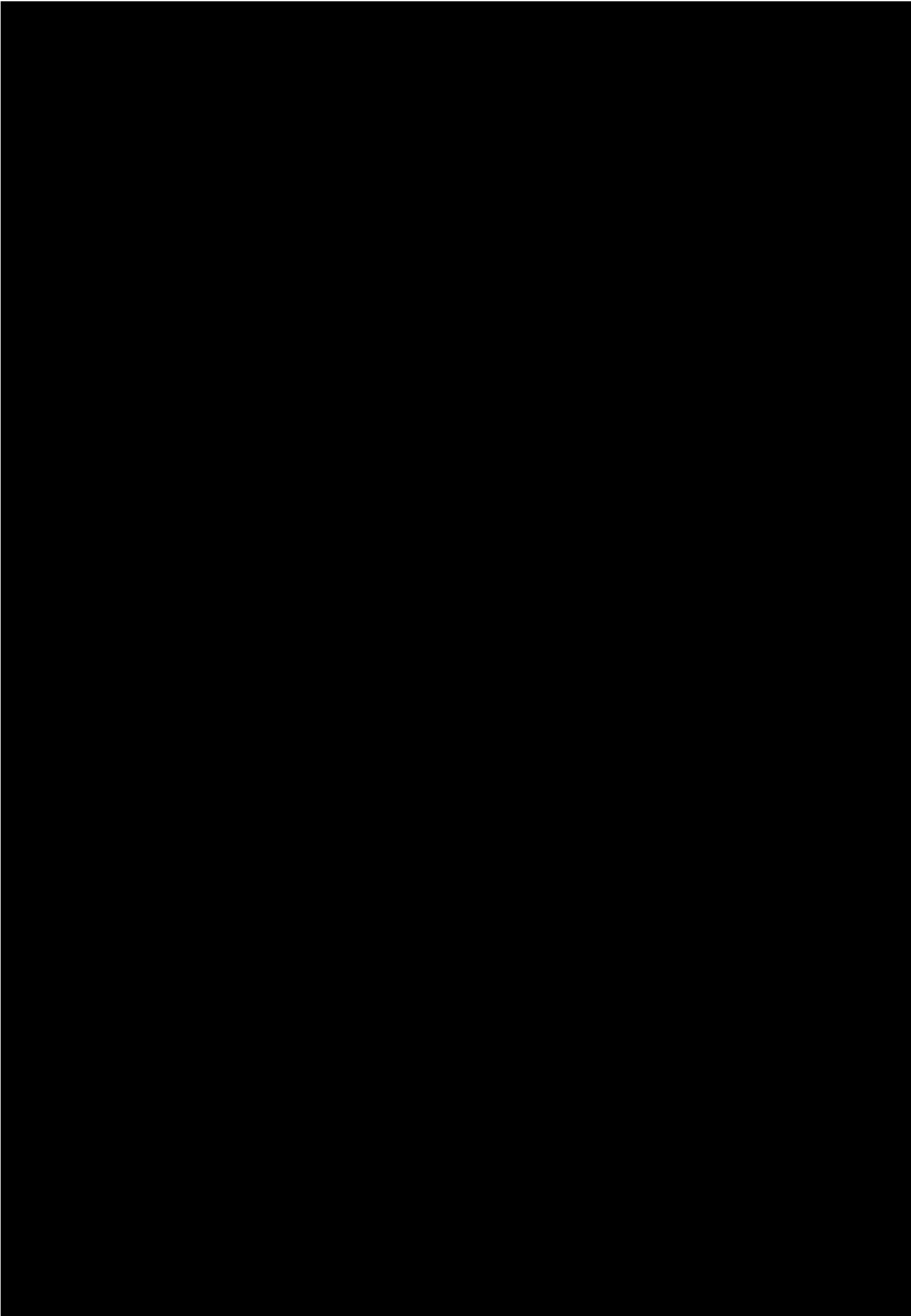


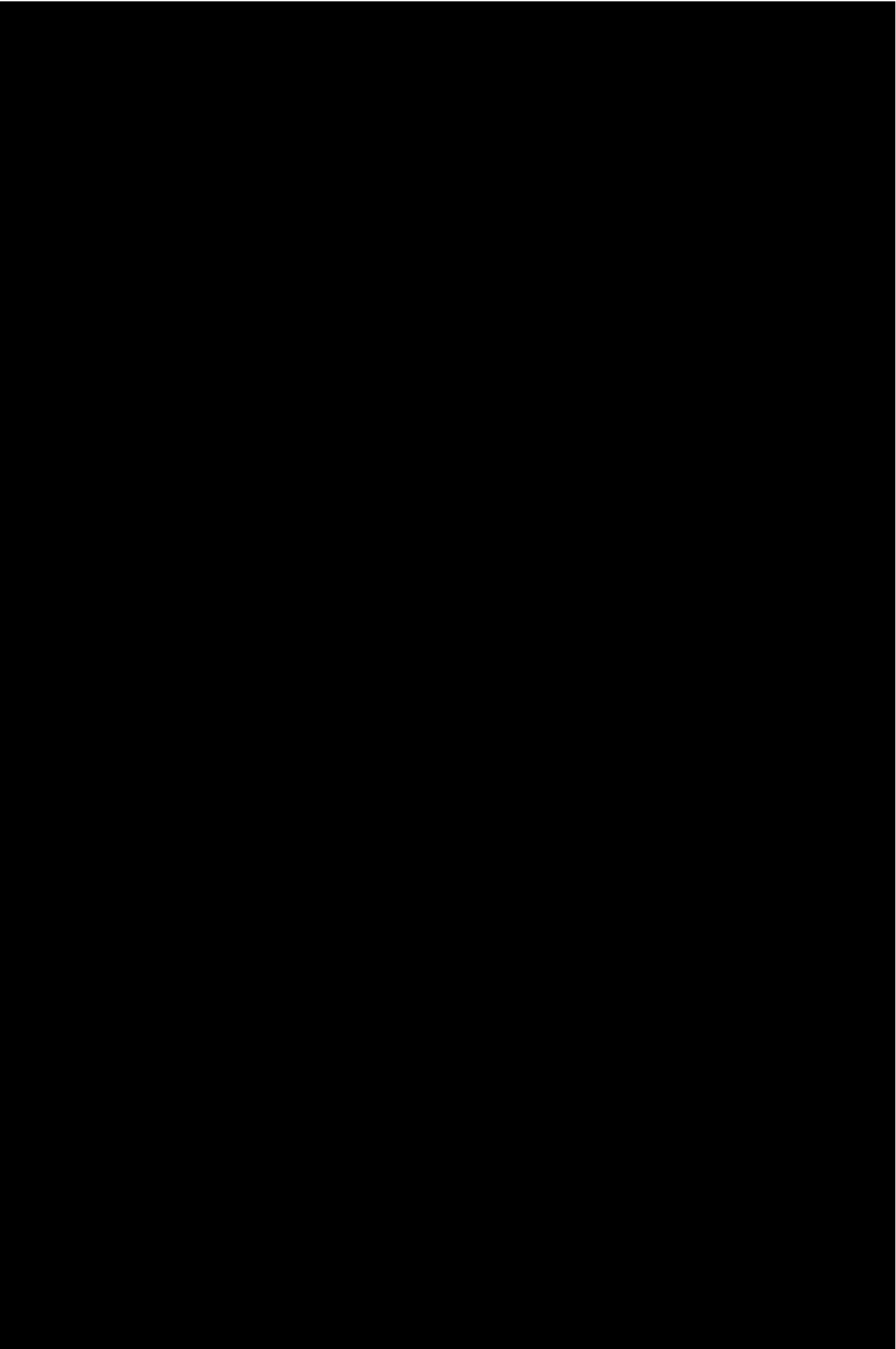


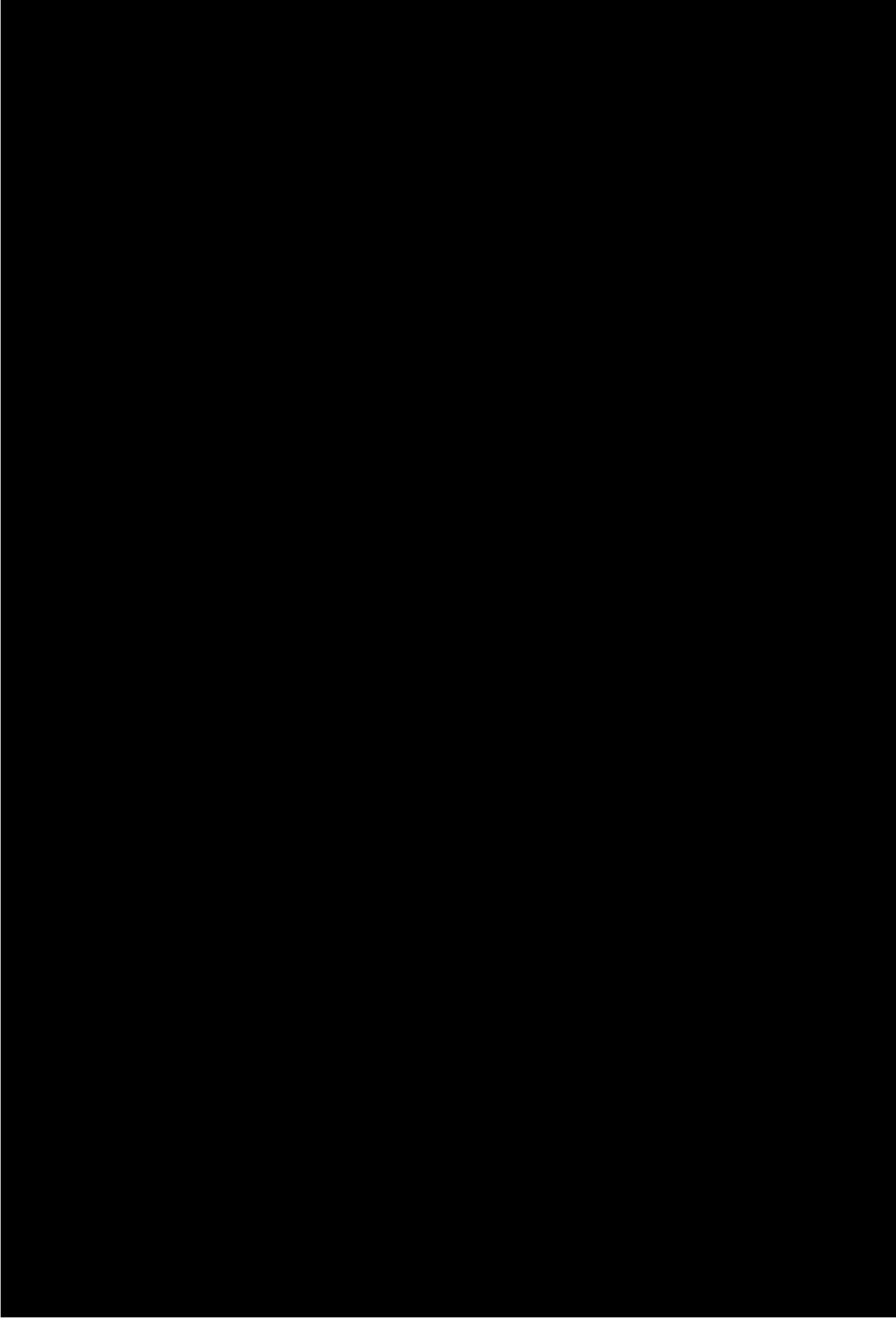


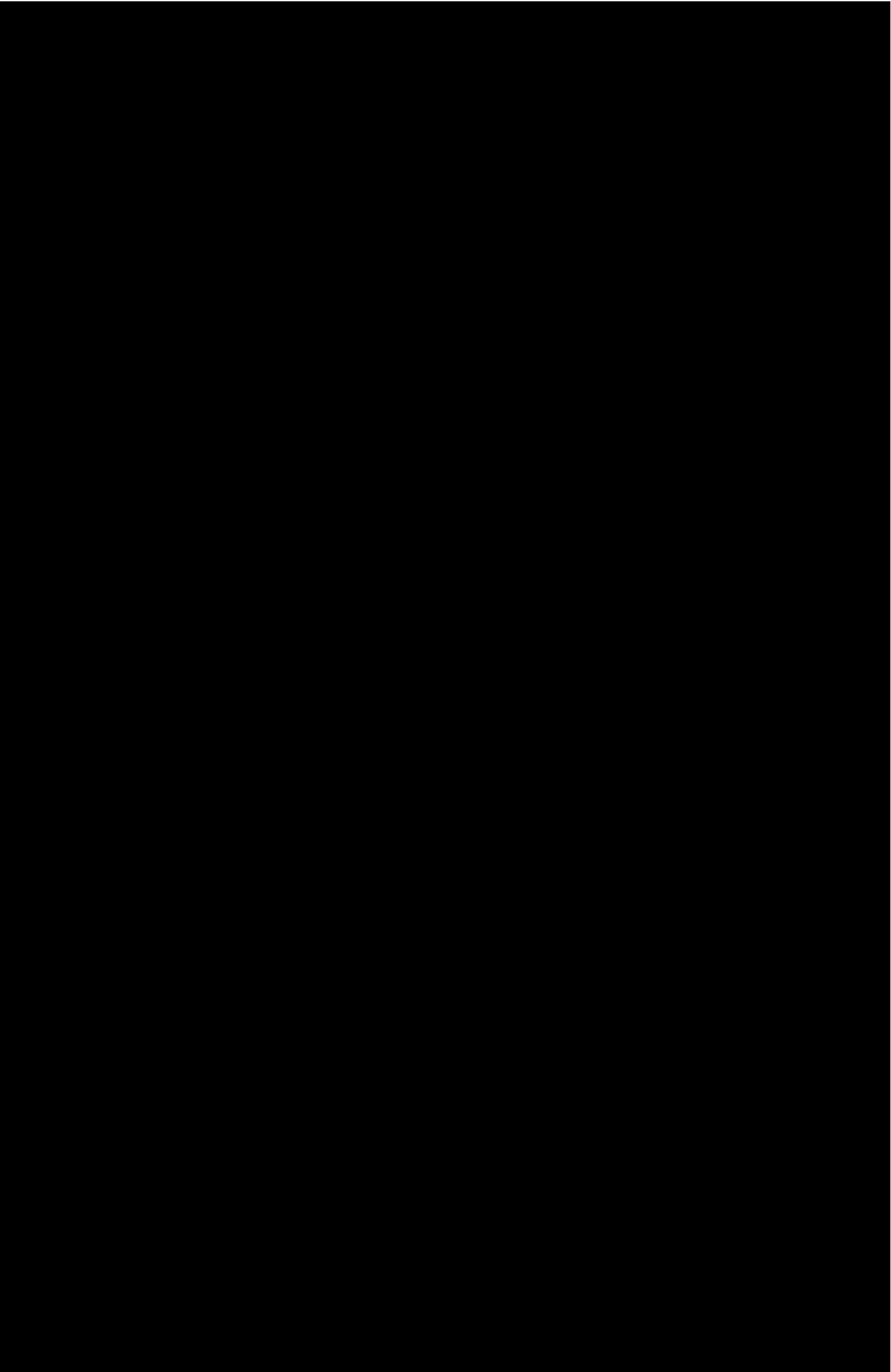


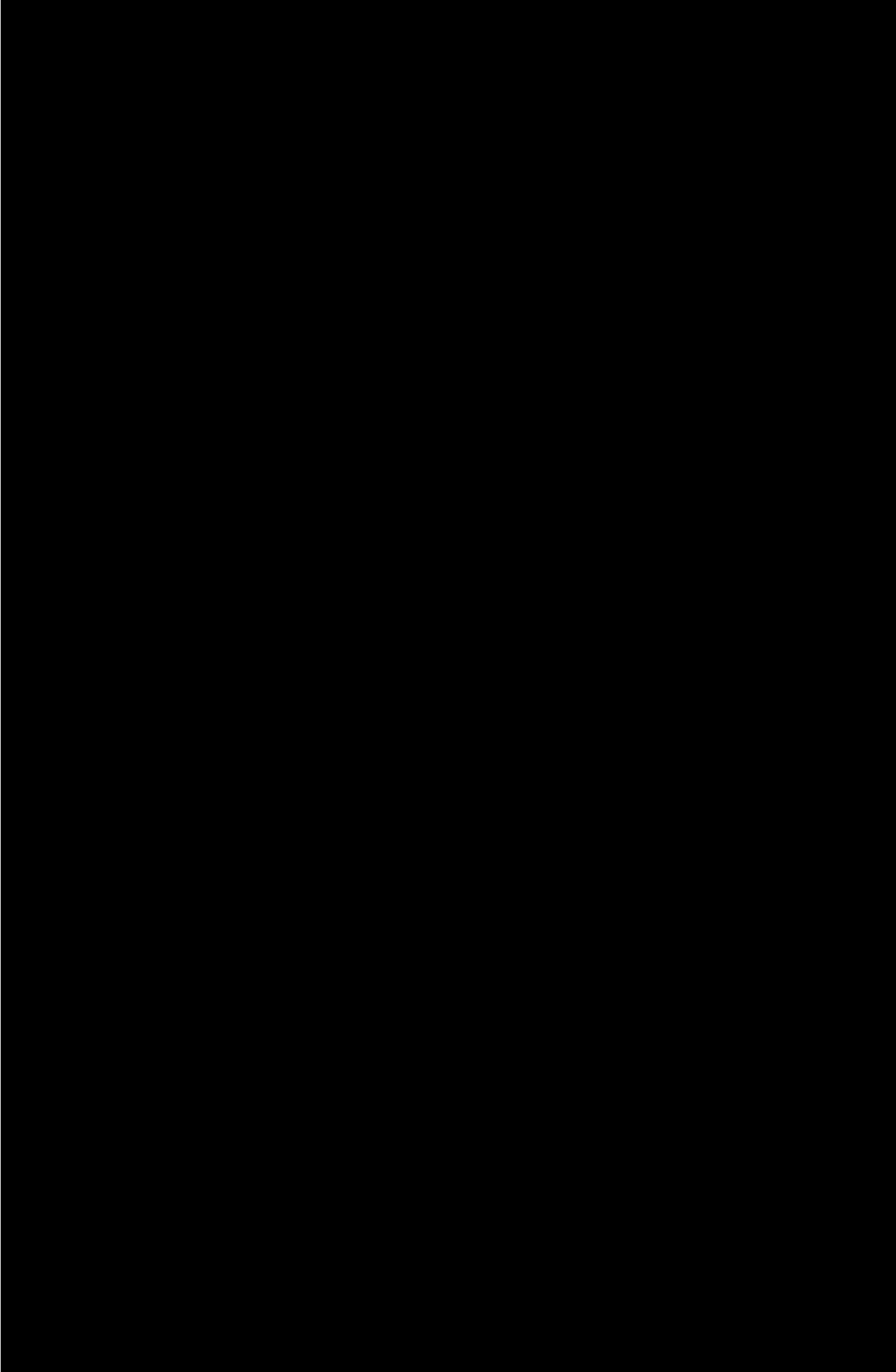


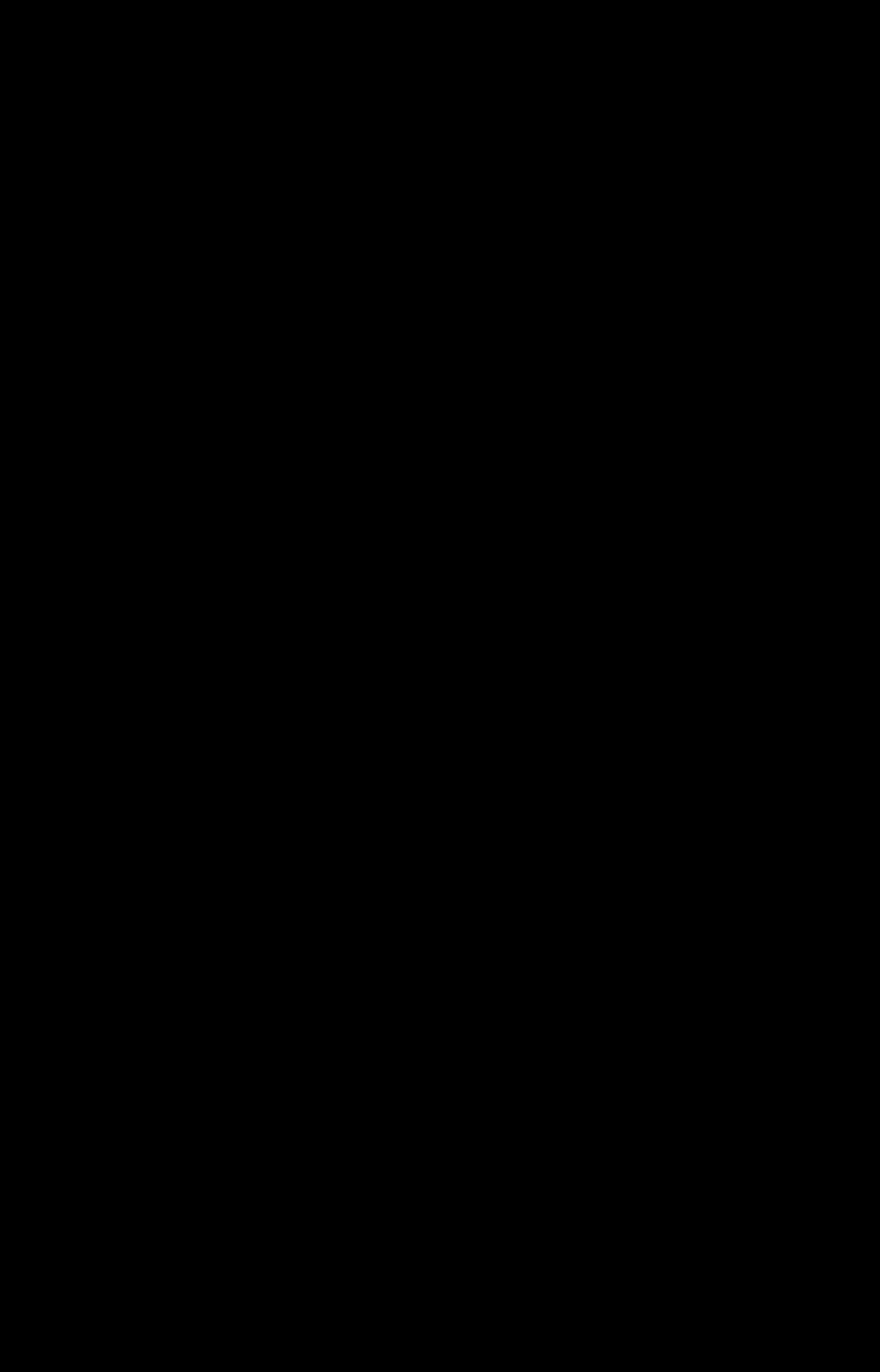




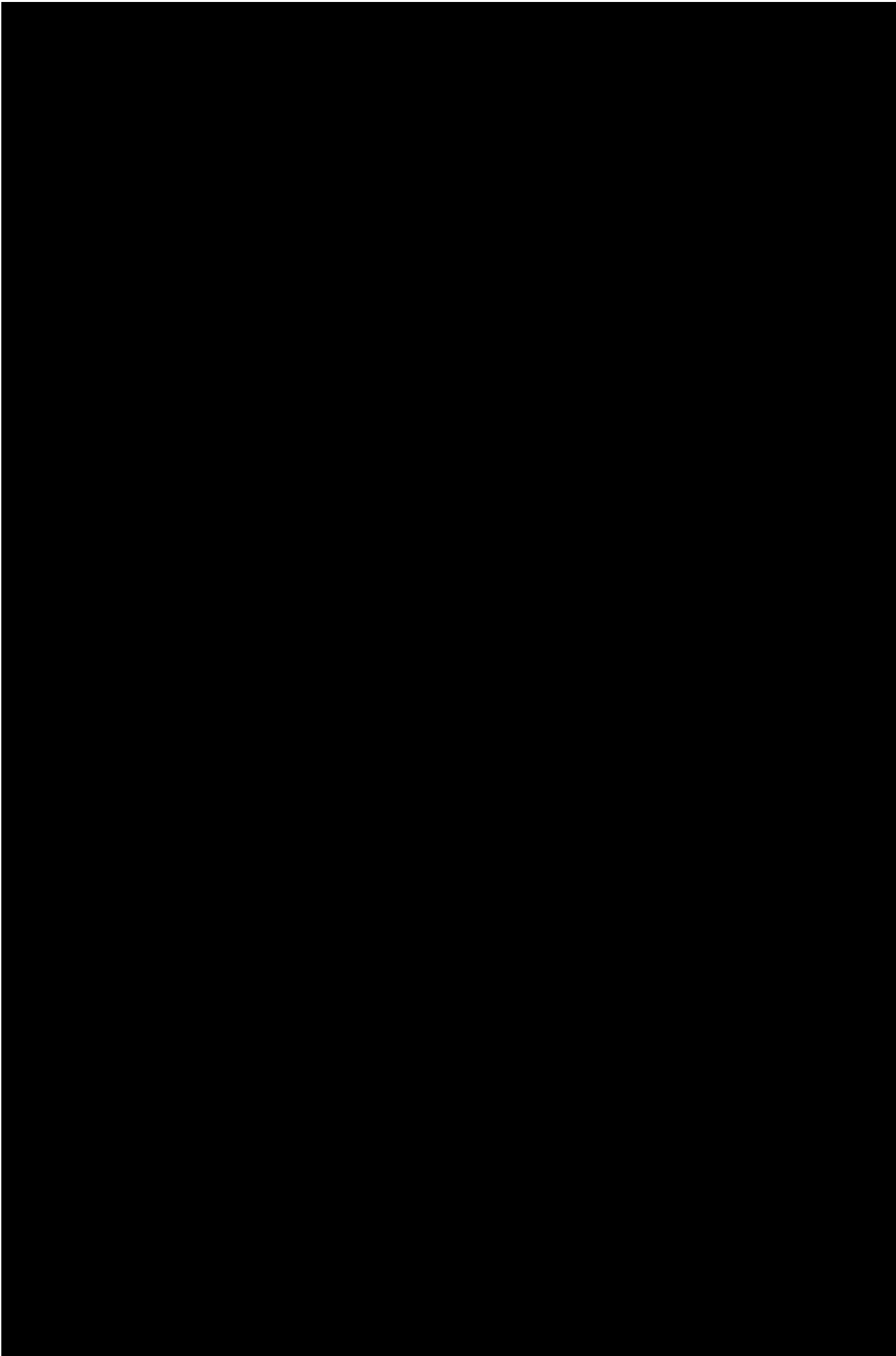


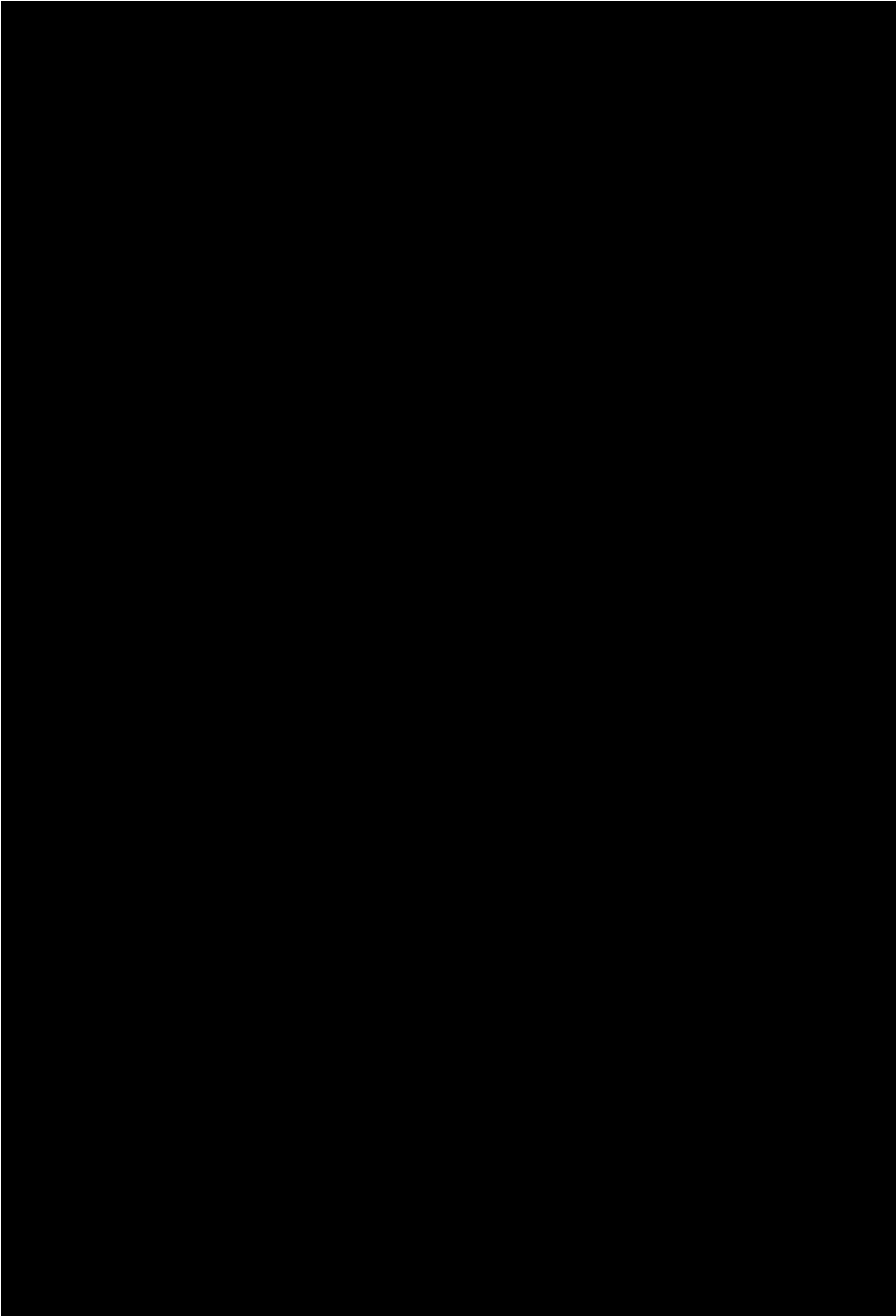


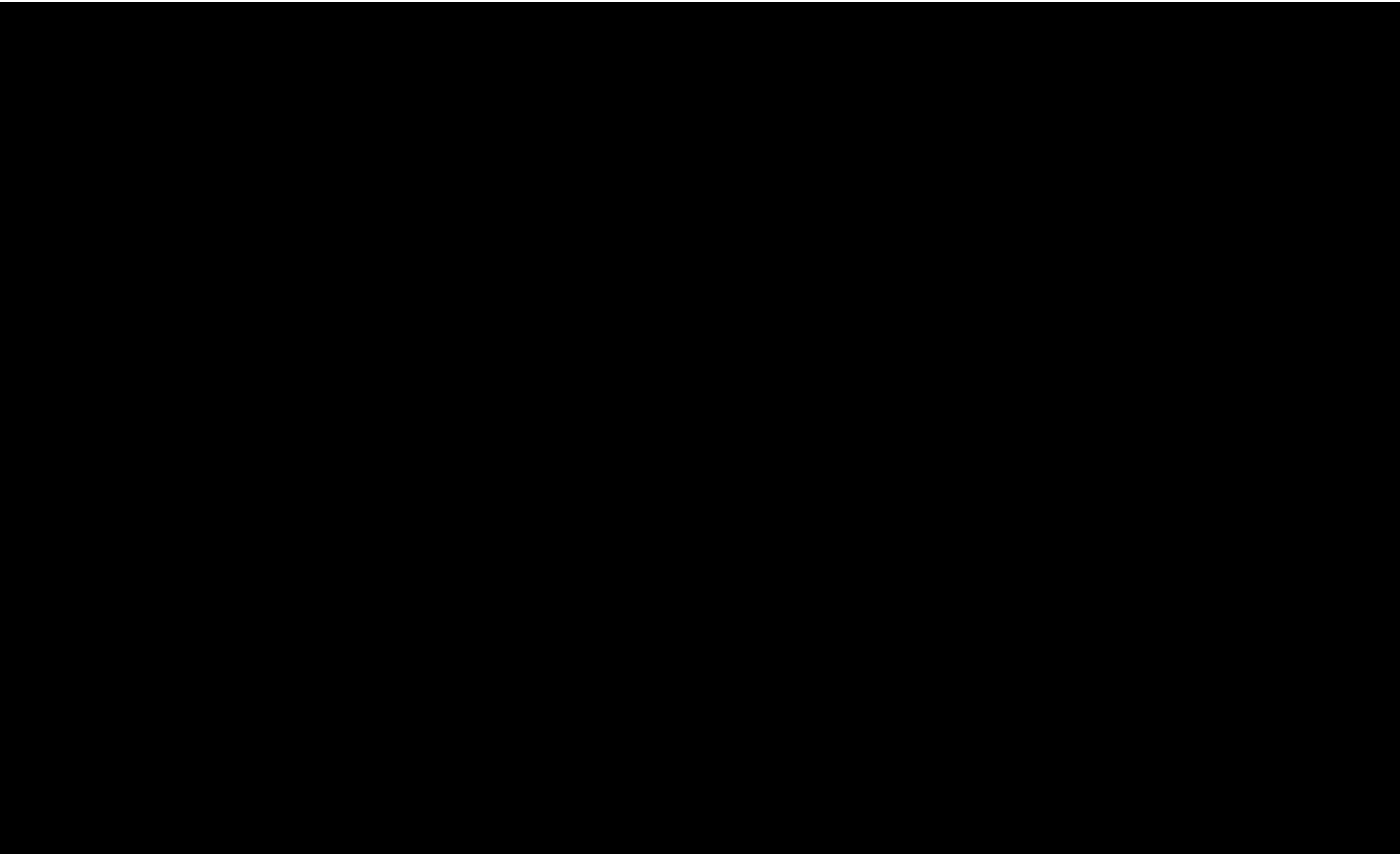


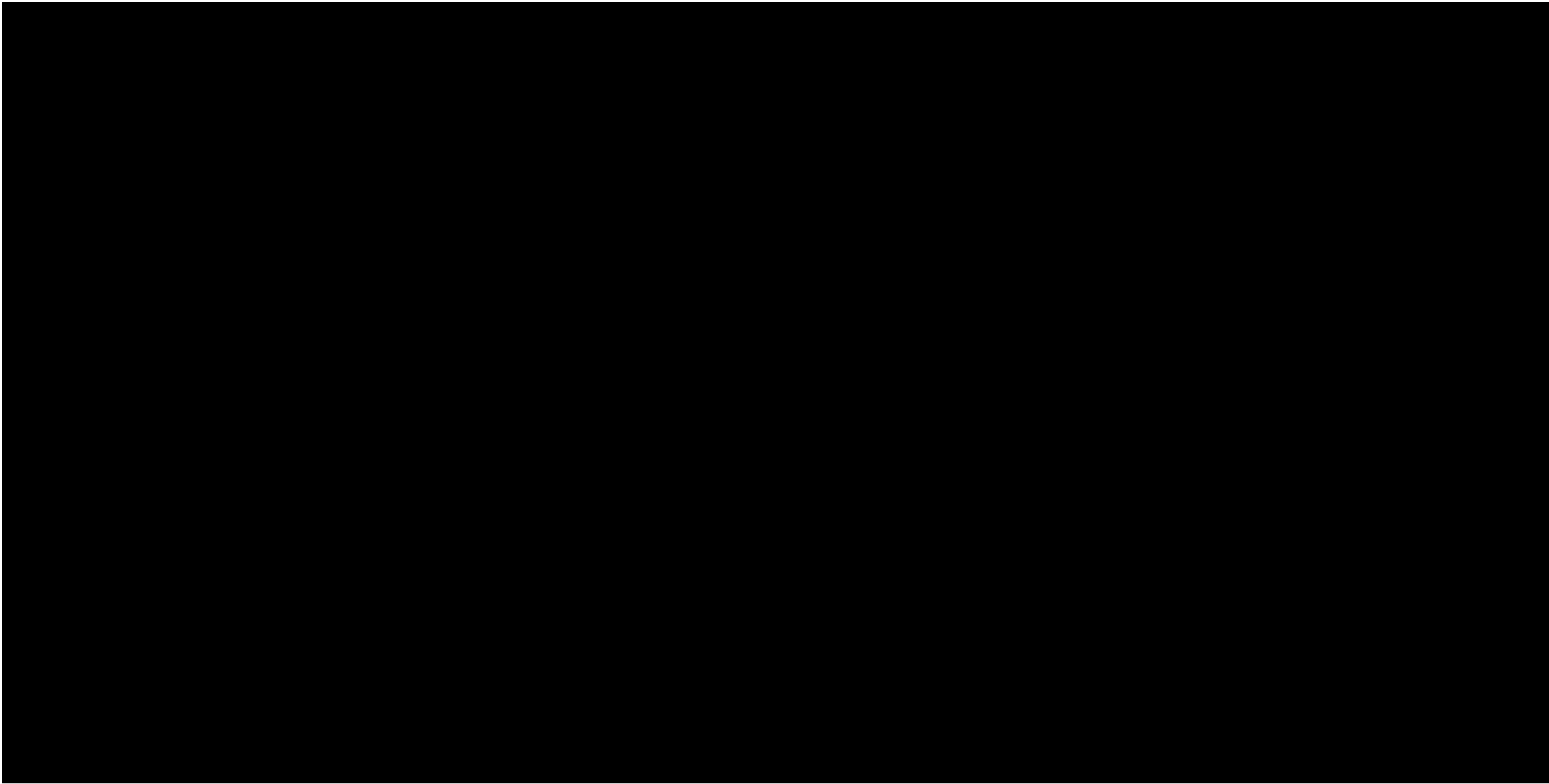


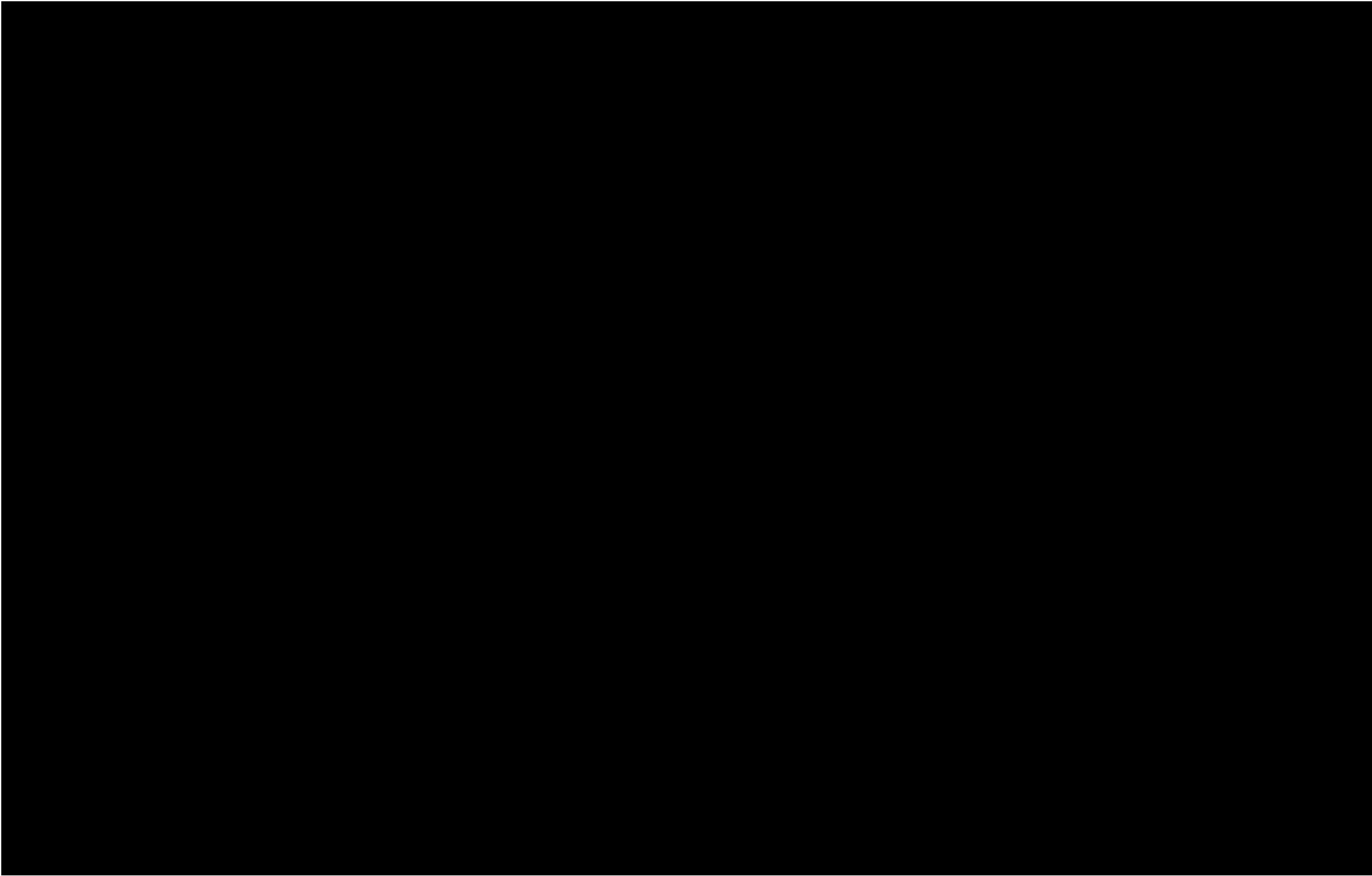




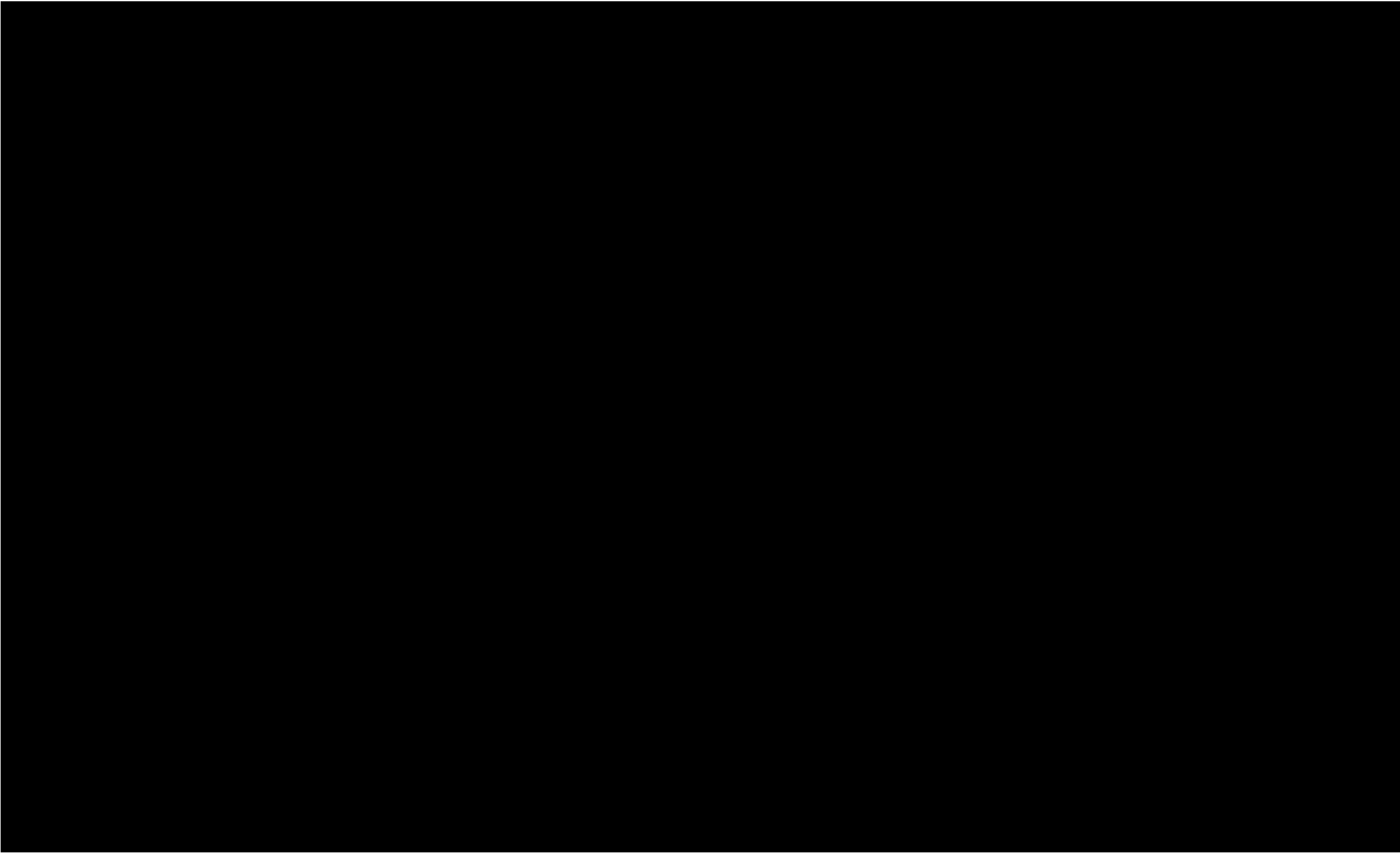


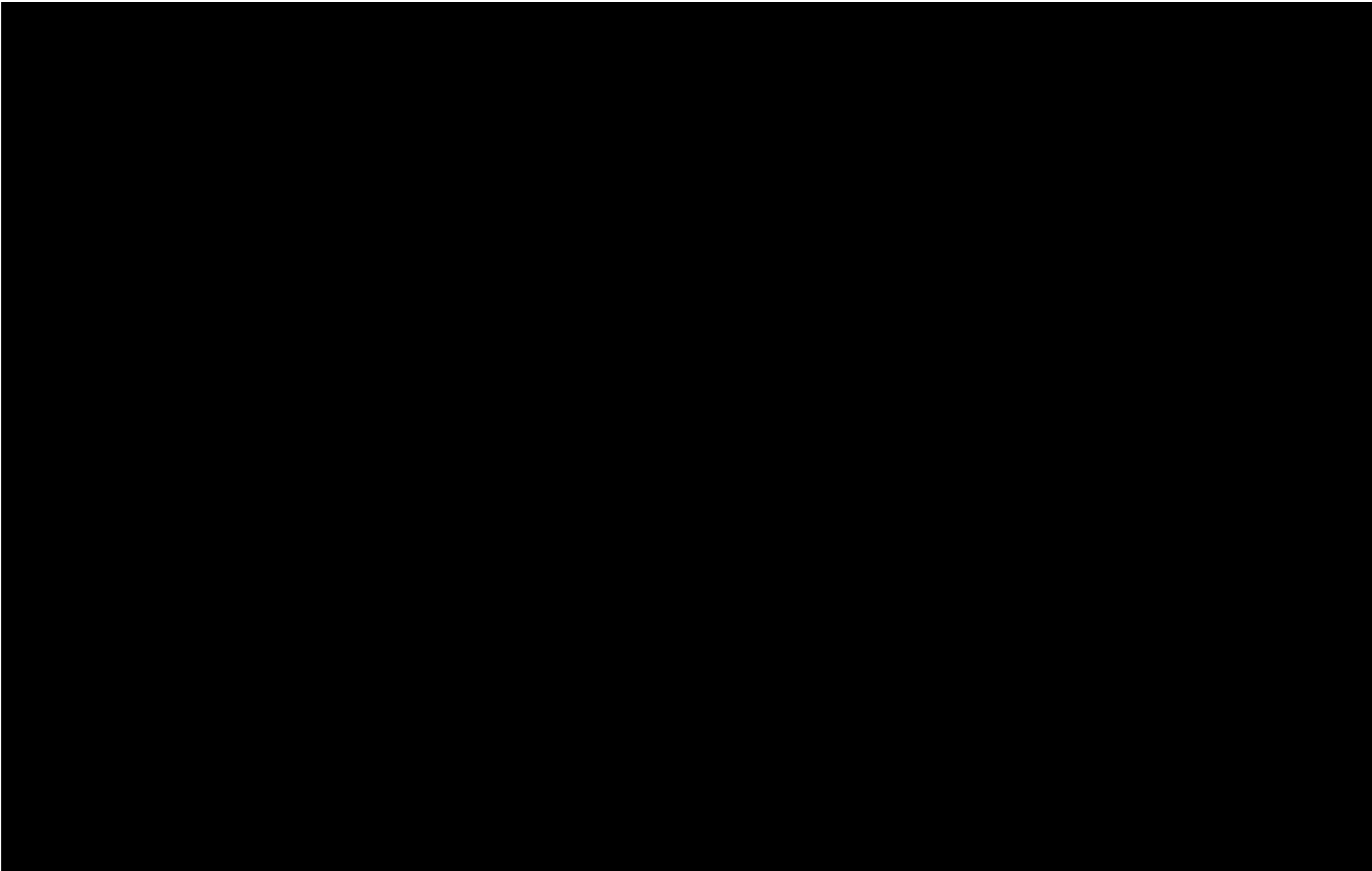


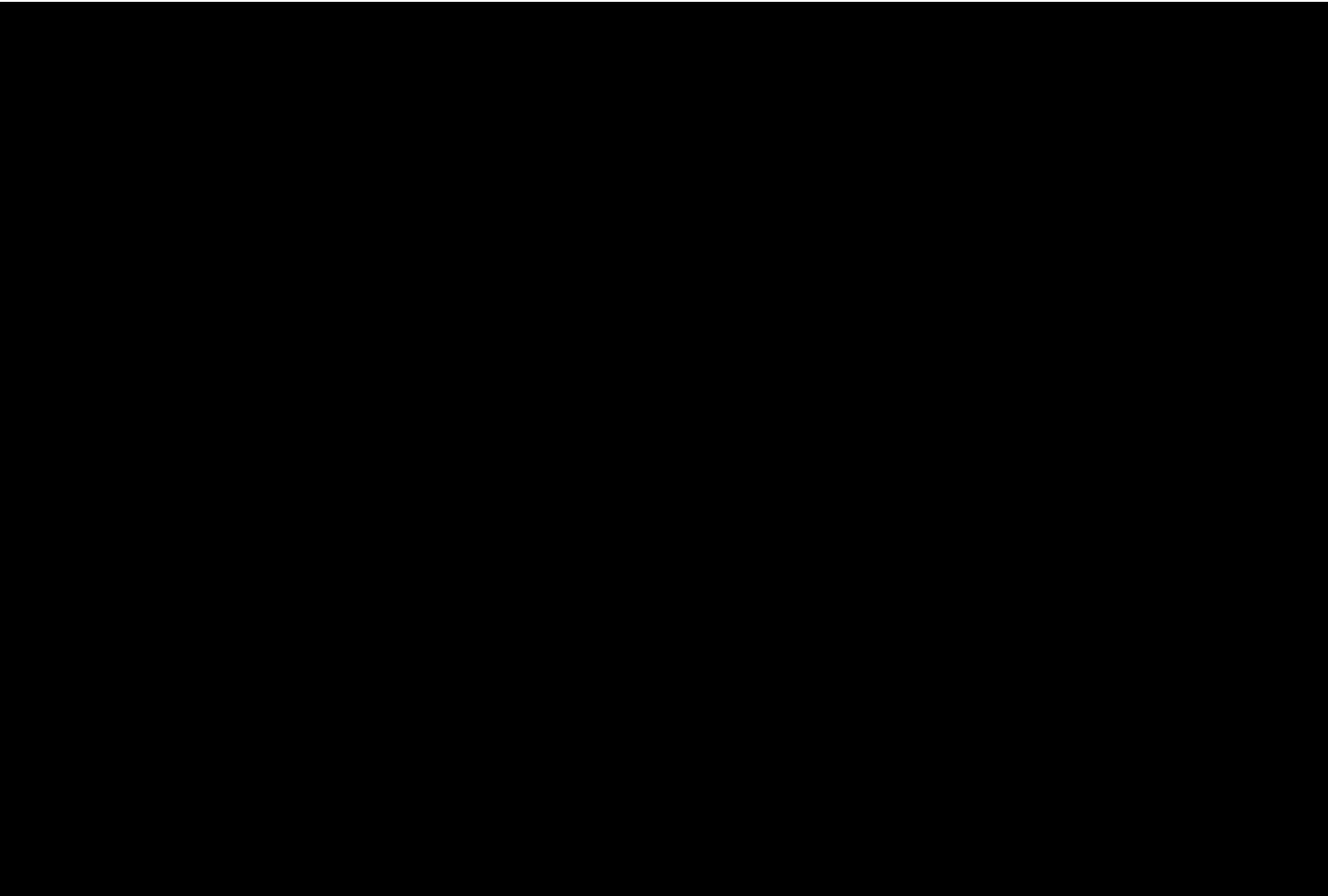


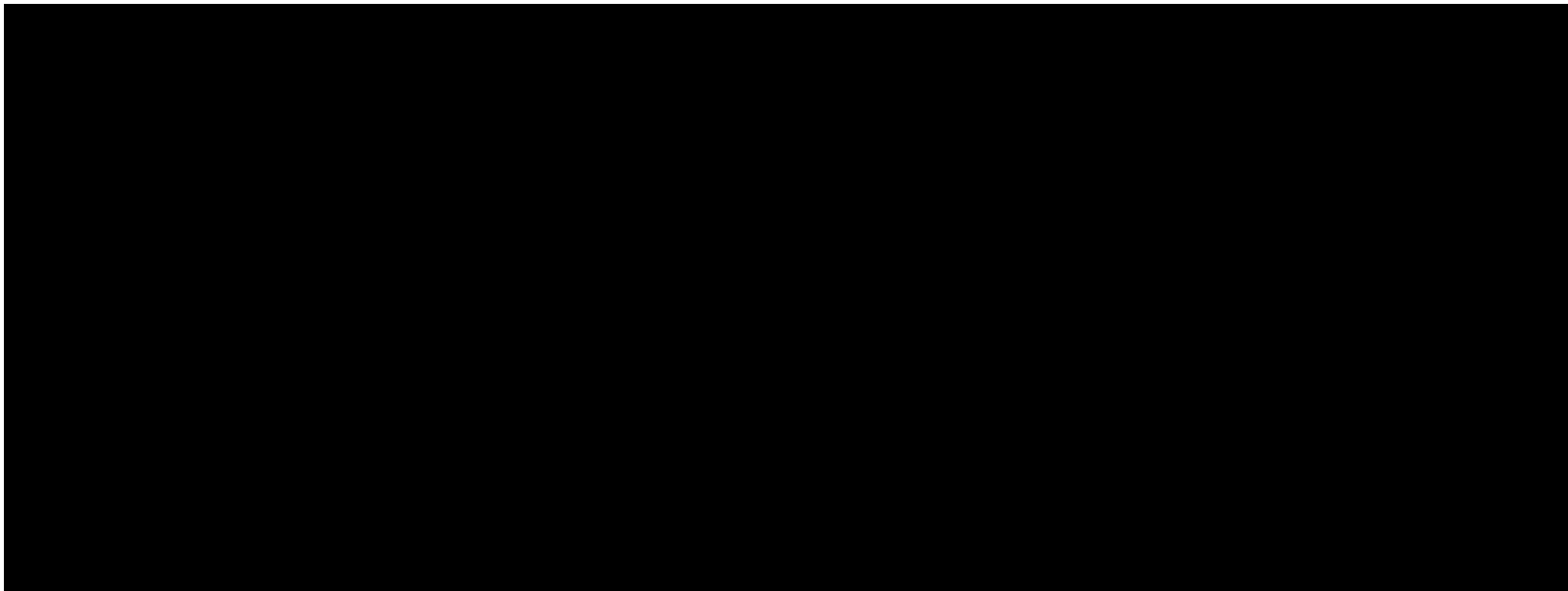


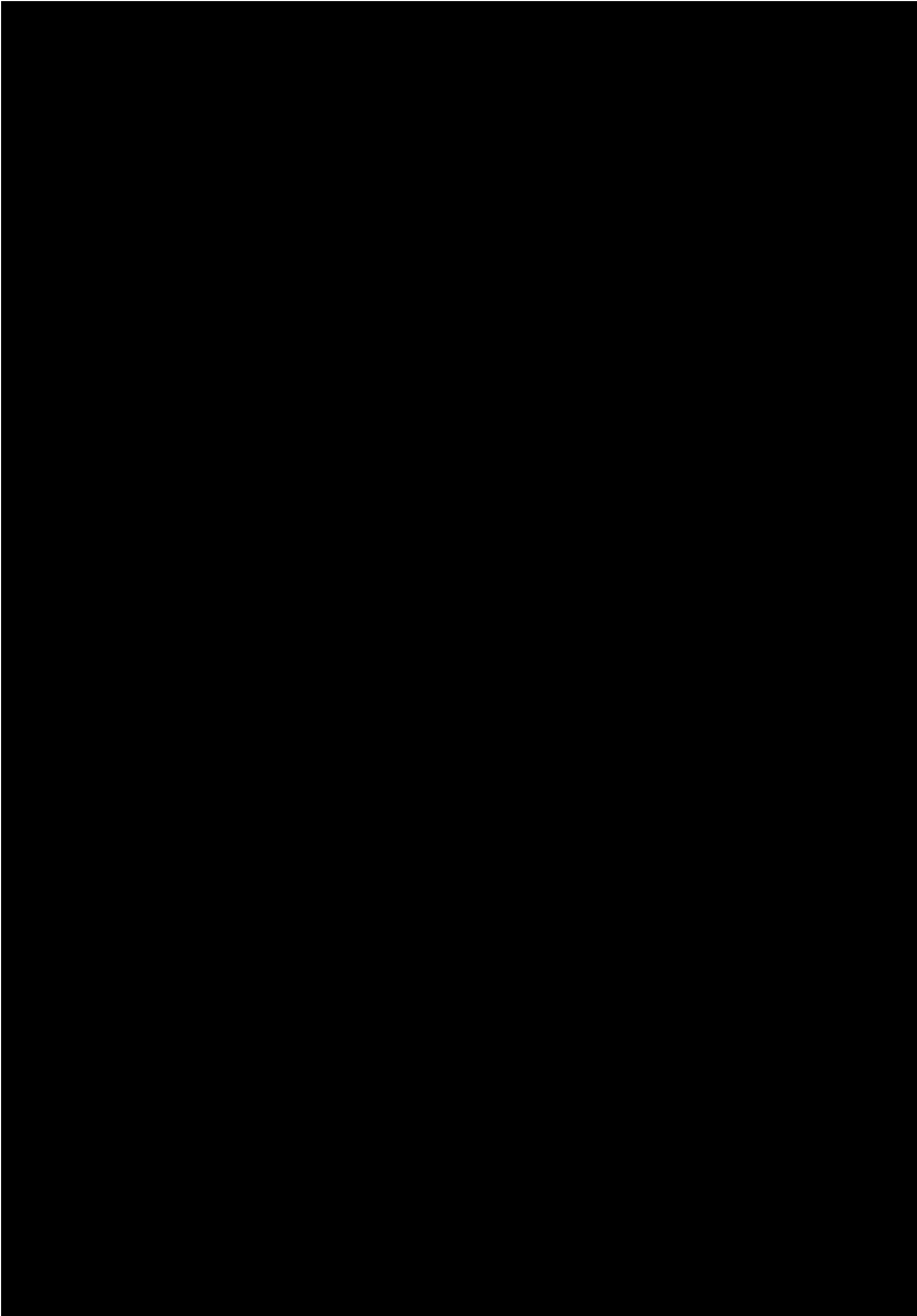


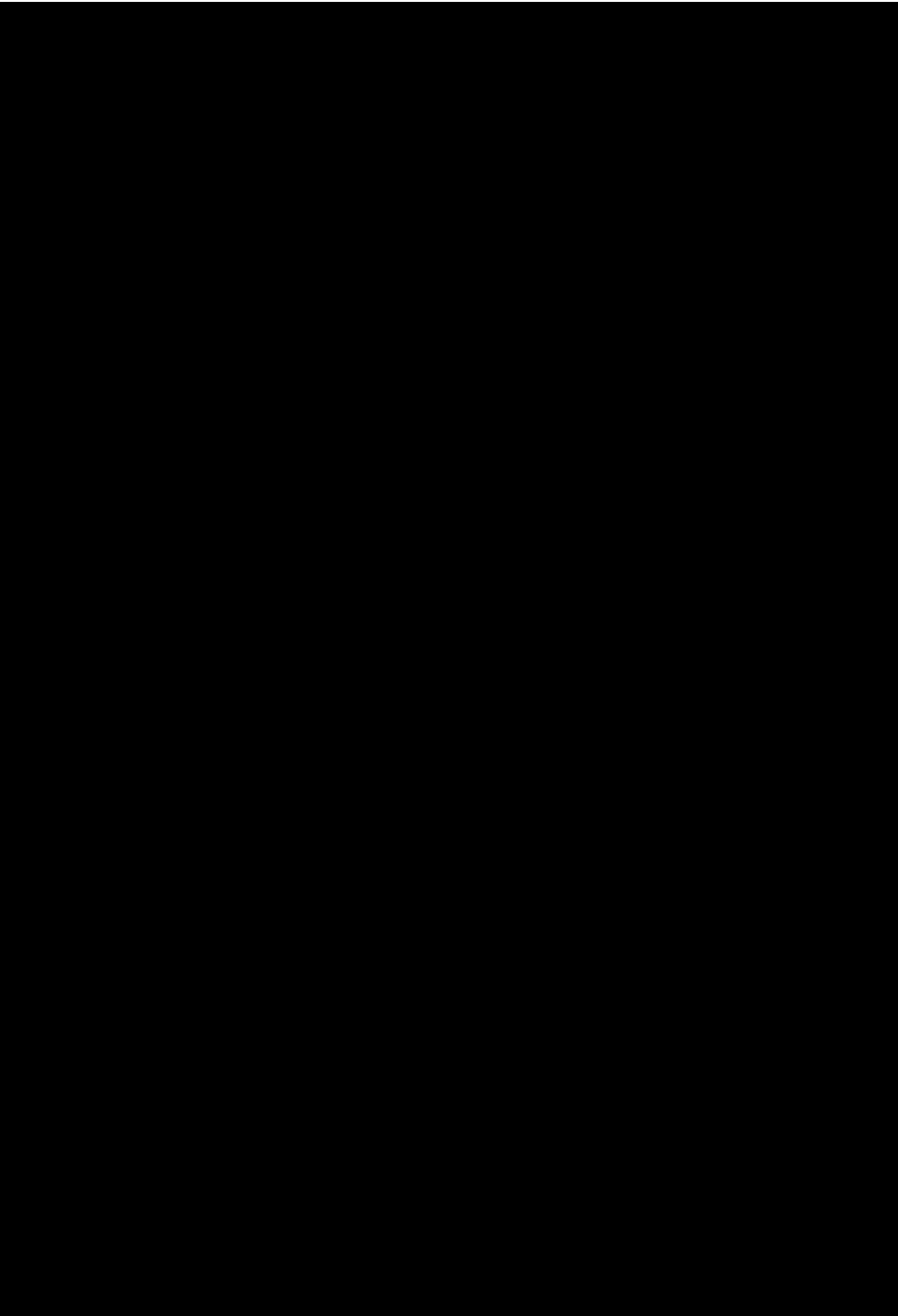


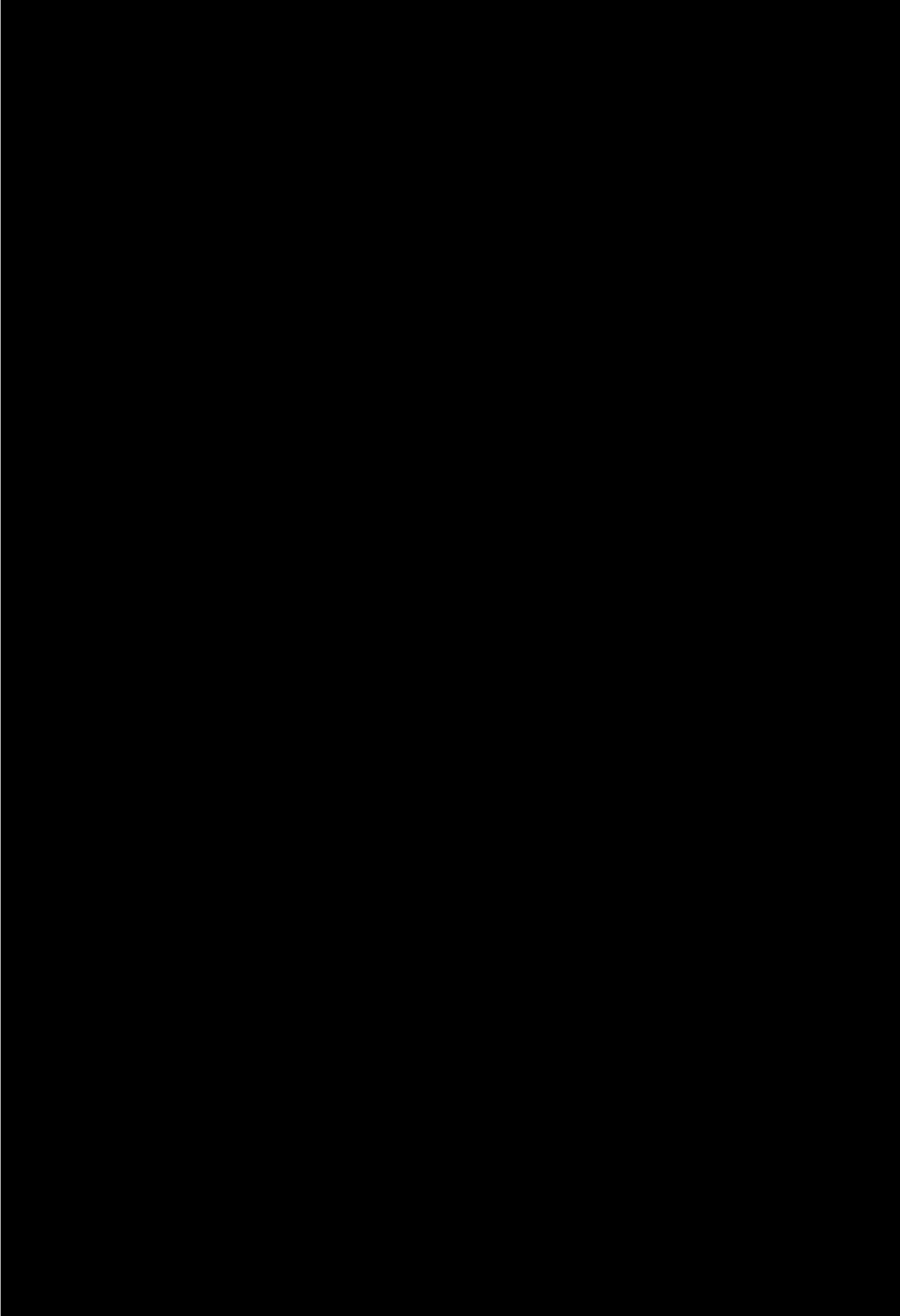


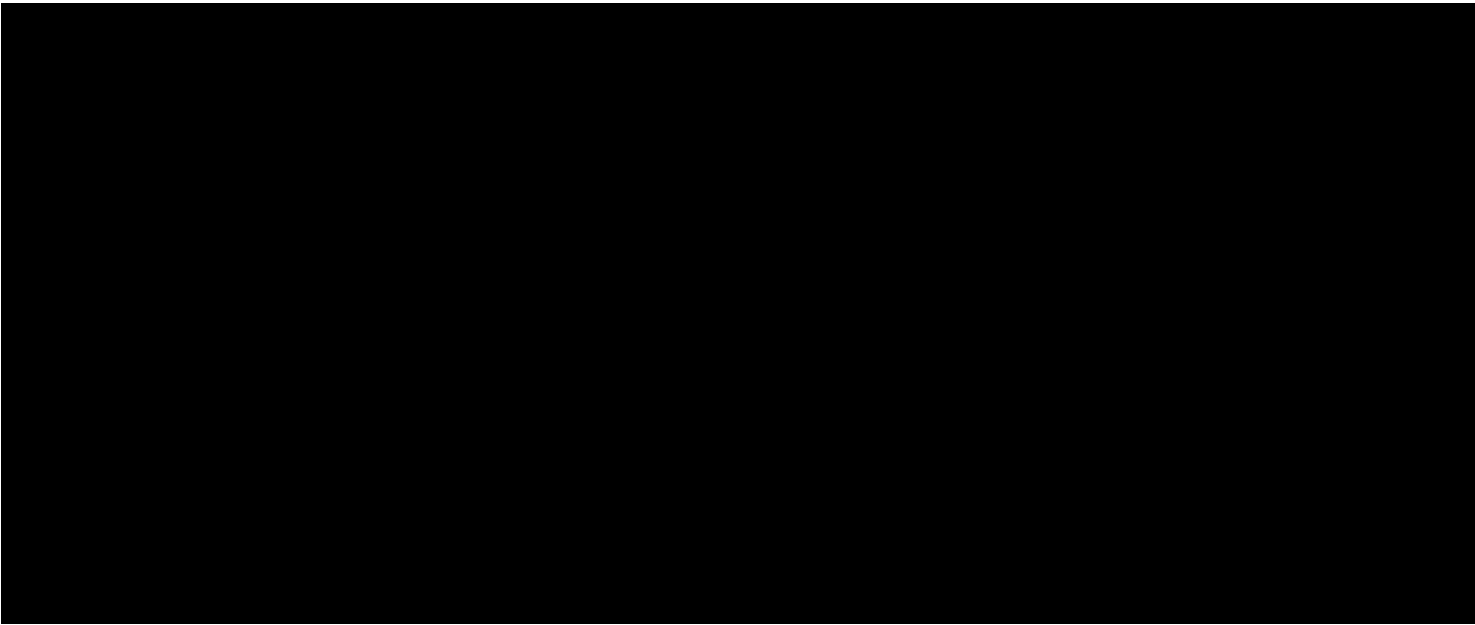














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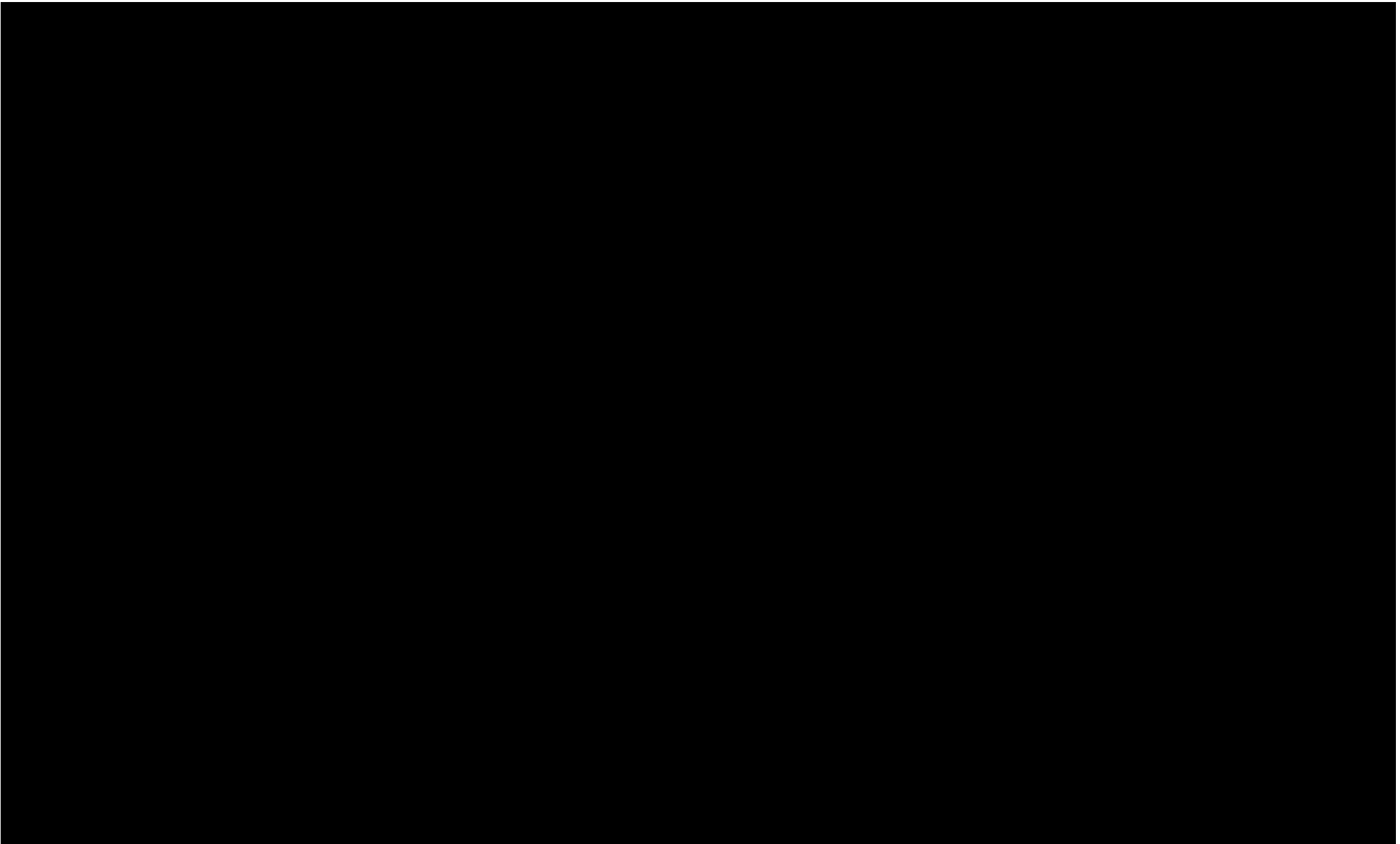
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## Order Schedule 20 – (Order Specification)

### Interim evaluation of Domestic Energy Affordability Support in Northern Ireland

#### 1. Introduction and summary of requirements

This tender is for the delivery of **process, outcome and early impact evaluations** of the Energy Bills Support Scheme (EBSS), EBSS Alternative Funding (EBSS AF), Energy Price Guarantee (EPG) and Alternative Fuel Payment (AFP) in Northern Ireland (NI). These interventions are very large in both value and scale, covering almost the entire population of households across the UK (both Great Britain (GB) and NI); as such, this evaluation has very high ministerial and senior official interest.

The Department for Energy Security and Net Zero (DESNZ), formerly BEIS, is seeking to commission an interim evaluation of Domestic Energy Affordability Support in Northern Ireland. This work will seek to capture the specific nature of the Support provided in NI, as well as the different context of the NI energy system and socio-economic context. This evaluation will run in parallel to the separate evaluation for GB and will be aligned with this approach where feasible (this ITT was issued on 8 February 2023). While focussed on NI, this contract will allow cross-UK comparability.

The NI evaluation will also use an overarching theory-based framework to explore:

- the implementation and operation of the Domestic Energy Affordability schemes in NI (process evaluation)
- awareness, understanding, perception and experience of the delivery of the interventions amongst affected households (process evaluation)
- observed changes to outcomes of interest, including:
  - energy and wider household consumption
  - household finances
  - health and welfare
  - energy supplier solvency
  - the wider economy.

The contract will also involve collecting evidence of perceived impacts of the interventions as reported by households as well as wider contextual data to support a subsequent robust impact evaluation. A UK-wide impact evaluation is expected to be tendered separately in due course. Proving that these schemes had measurable causal impacts should therefore be considered beyond the remit of this contract. However, work will need to be conducted in this contract to develop the design of the impact evaluation and steps should be taken to ensure that opportunities to efficiently collect data for subsequent use are maximised.

Reporting of findings will be required frequently throughout the contract to support policy decisions around future energy bill, or wider cost of living, support. For this reason, the analysis and reporting work should (in line with the GB evaluation design) be divided into three stages covering the evolution of scheme support and outcomes over time:

- 1) winter 2022/23,
- 2) spring – autumn 2023,
- 3) winter 2023/24.

There will be break clauses and review stages in the contract between each stage to enable the contract to respond to changing policy context and emerging evidence.

DESNZ will accept bids to deliver this work from both individual suppliers and consortia. The successful bidder for this contract will be expected to work closely with both the supplier delivering the GB evaluation and the supplier delivering a future impact and economic evaluation for the whole of the UK.

There is a requirement to align methodology and survey panel design with the GB Evaluation Supplier and to work collaboratively, although this project is a separate piece of work and can be completed by any supplier who can demonstrate their ability to deliver the project objectives.

## **2. Background**

Across the UK, the wholesale price of energy has increased sharply since September 2021, driven by a record rise in global gas prices. No.10 and Ministers in HMT and BEIS agreed to take action to mitigate the ensuing energy cost rises for all domestic households. This led to the development of four separate but interrelated Domestic Energy Affordability Support policies. In GB, this was:

- The **Energy Bill Support Scheme (EBSS)** – a one-off £400 payment in the winter of 2022/23 to every UK household with an electricity meter supplied by a licenced domestic energy supplier. Launched October 2022 in GB.
- The **Energy Price Guarantee (EPG)** – a discount on the unit rates paid by domestic households for metered electricity and gas supplied by a licenced domestic energy supplier. Launched October 2022 in GB.
- The **EBSS Alternative Fund (EBSS AF)** – a £400 payment which can be applied for by households without a direct relationship with a domestic energy supplier, and who consequently would not receive the main EBSS payment. Launched January 2023 in GB.
- The **EPG Alternative Fuel Payment (AFP)** – a £200 payment to households assessed to be using an alternative heating fuel (i.e., not natural gas or electricity) to heat their homes. This is paid automatically through the household's domestic electricity supplier, though an application route exists for households without an electricity supplier. Launched in January 2023 in GB.

In Northern Ireland the schemes were implemented with a different timescale to be broadly comparable with GB:

- The **Energy Price Guarantee** was launched in NI in November 2022, which effectively caps the energy unit price for consumers on metered electricity and gas supply.
- In NI the **Energy Bill Support Scheme** and **Alternative Fuel Payment** were paid as a single sum of £600 in February 2023. This was paid by direct debit where a supplier had the ability or via a cashable voucher where not. Alternative Fuel Payment was delivered as a universal scheme given the low penetration of the gas grid in NI.
- However, households without a domestic meter or with a non-domestic electricity contract were invited to apply for the combined **Alternative Fuel Payments** and

**Alternative Fund**<sup>1</sup> scheme. This opened to applications for a direct payment of £600 in February 2023 from households in special circumstances. Specifically -

- care home residents and others in care facilities/sheltered accommodation (wholly or partly self-funded)
- park home residents, houseboats and caravans that can provide proof of address
- social and private tenants who pay for energy through a landlord on a non-domestic supply
- homes on a heat network/private wire
- off-grid homes
- farmhouses used for wholly domestic purposes.

The nondomestic schemes put an additional requirement on landlords and other intermediaries to pass on energy affordability payments where required to tenants and other groups. Groups this applies to include:

- Consumers on heat networks, where heat network operators are required to pass on savings;
- Private landlords, where landlords are required to pass on EBSS benefits.

For relevant domestic consumers in NI, this evaluation will collect evidence on whether the legislation compelling this ‘pass through’ from affordability schemes has been effective and assess the extent to which ‘pass through’ has occurred for households.

### ***The NI policy context***

Energy policy is devolved in NI. However, in the absence of a sitting NI Executive and Assembly, and in consultation with Northern Ireland Ministers, it was confirmed in summer 2022 that the UK government would deliver energy affordability schemes in NI and provide a comparable level of energy support to households and businesses to GB.

DESNZ has sought to deliver equivalent Domestic Energy Affordability Support across the UK as far as possible. Due to the different context in NI, there are, however, a number of differences between the GB and NI schemes, both in terms of how these schemes operate and the outcomes that we might expect these schemes to produce. Bidders should demonstrate an awareness of these different contextual factors, the challenges they might pose to the evaluation, and how their proposed methodological approaches will be tailored to take into account the challenges posed by the different context in NI.

There are a number of key differences between the wholesale and retail energy markets in NI compared to GB, which have influenced the design of the policies as they apply to NI and may influence the evaluation approach and expected outcomes from the interventions. Some of the key differences are as follows (though this list is not exhaustive):

- Unlike GB, which has its own distinct wholesale electricity market, the NI wholesale market is part of the Integrated **Single Electricity Market** (I-SEM) on the island of Ireland. The I-SEM balances supply and demand for electricity between generator and suppliers in the Republic of Ireland and NI to set an all-

<sup>1</sup> See <https://www.uregni.gov.uk/publications/energy-bills-support-scheme-northern-ireland-ebss-af-ni-factsheet>

Ireland wholesale price. This means that GB and NI wholesale prices are distinct and vary even if they are influenced by the same forces (e.g., high wholesale gas prices, demand through interconnectors). This presents challenges in terms of defining and implementing “comparable levels of energy support” across GB and NI. More information on the NI wholesale electricity market can be found in Chapter 3 of the Energy in Northern Ireland 2022 report: <https://www.economy-ni.gov.uk/publications/energy-northern-ireland-2022>

- Piped **natural gas** was only introduced to NI in 1996 and coverage **only extends to around a quarter** (c 25%) of NI households. The majority (c 70%) of NI households rely on heating oil to heat their homes (compared to only around 5% in GB), whilst the remaining circa 5% use solid fuel or electricity. This means that costs of alternative heating fuels and how these are mitigated have a much more significant impact on energy affordability in NI than in GB. This is why a decision was made to provide a £600 support to all NI households, which combines the £400 EBSS and £200 Alternative Fuel Payment (AFP). More information on NI household heating systems and general housing condition can be found in the published NI Housing Condition Survey: <https://www.nihe.gov.uk/working-with-us/research/house-condition-survey>
- The NI **energy retail market** is structured and regulated differently to the GB. While Ofgem regulates the GB retail energy market, the Northern Ireland Utility Regulator (UREGNI) regulates the NI market, though its powers and remit are more limited. In particular, UREGNI does not employ a retail price cap, as Ofgem does in GB, meaning market prices are applied to NI consumers without regulatory assessment.
- There are **fewer retail energy suppliers** in NI (six electricity suppliers; two gas suppliers) than in GB and these tend to be smaller organisations, reflecting the smaller NI retail market. Unlike in GB, dual fuel tariffs and fixed rated tariffs are rare in NI with most households having separate gas and electricity suppliers and paying variable rates.
- **Prepayment meters (PPM) are much more common in NI** than in GB. In NI more than 40% of households have an electricity PPM and of those with a gas connection more than 60% have a PPM. The technology behind NI’s PPM network is also different to GB, following the successful roll out of the Liberty ‘Keypad’ PPM from 2002. These work differently in key ways – most significantly, once credit is uploaded (vended) into a Keypad PPM it locks in the energy price at the time of vend, not the time of use. This has implications for EPG in particular, as set out below. More information on NI prepayment rates and NI household experience with them can be found in chapter 5 of UREGNI’s Domestic Customer insight tracker report: <https://www.uregni.gov.uk/news-centre/launch-domestic-consumer-insight-tracker-report>
- NI is less well served by **market service providers**. In GB, Elexon and Xoserve, provide data and network balancing services for the electricity and gas networks respectively and are funded and governed by their respective industries. The expertise, data and resource of these organisations has proved invaluable in implementing domestic affordability schemes involving energy suppliers. No such organisations exist for NI.

Before the recent price rises, NI households spent more on energy costs than other parts of the UK, both in absolute terms and as a proportion of incomes.<sup>2</sup> Research conducted by the University of York has estimated that three-quarters (76.3%) of NI households will be

<sup>2</sup> <https://www.ons.gov.uk/peoplepopulationandcommunity/personalandhouseholdfinances/expenditure>

fuel poor (defined for this report as having a spend over 10% of net income on fuel) <sup>3[OAI]</sup>  
 More information on the NI energy system can be found here: <https://www.economy-ni.gov.uk/publications/energy-northern-ireland-2022>

### ***EBSS NI & AFP NI***

The Energy Support schemes were applied in Northern Ireland with adaptations and modifications set out below, to reflect the different context and timing of the schemes. As in GB, every household with an electricity meter will have received a one-off £400 payment under the EBSS NI scheme in the winter on 2022/23 only. Around 840,000 households in NI will have received the payment, compared to approximately 29 million in GB. Unlike in GB, every NI household is also entitled to receive the £200 AFP payment, regardless of their home's heating system. This is for two reasons: (1) the data required to exclude NI households with gas or electric heating from receiving the AFP payment is not readily available and could not be sourced in time to ensure payment could be processed and received this winter; and (2) the majority of NI households (68%) use alternative heating fuels. **Therefore, in NI, EBSS and AFP has been combined into one £600 payment to all households.**

Given the NI specific context, the EBSS NI scheme design has required the following adaptations:

- Unlike in GB, where the EBSS payment is provided in six monthly instalments (Oct 2022 – Mar 2023), in NI the combined EBSS-AFP payment has been provided as **a one-off £600 lumpsum in January 2023**. The monthly instalment model was deemed infeasible for NI due to the shorter lead-in time for the NI scheme and technical barriers faced by NI suppliers.
- In GB the payment was provided to households by suppliers who had the flexibility to determine how their customers would benefit from it. Some suppliers offered direct debit reductions, some added it as credit to customers' accounts or to pay back customer debt, some provided refunds, and PPM customers across the board were offered top-up vouchers. In NI, however, the payments have been provided as cashable vouchers or bank transfer to payee bank accounts by default. This reflects the fact that:
  - Dual fuel tariffs are rare, and the majority of NI homes are heated with heating oil so if the £600 was provided as energy credit the majority of households would only be able to use it for their electricity bills rather than for heating as well – the main energy cost in winter.
  - There were technical issues with supplying such a large amount of credit to NI PPM customers due to the design and operation of the NI Keypad PPM system.

Direct debit customers in NI will receive their £600 through bank transfer from their energy supplier. Credit customers, who pay for energy in arrears following billing, or customers with PPMs will be sent vouchers that can be cashed at the Post Office.

### ***EBSS Alternative Fund in NI***

<sup>3</sup> Fuel Poverty Estimates for the UK, University of York, Social Policy and Social Work, Jonathan Bradshaw and Dr Antonia Keung, August 2022

EBSS AF is expected to provide support to approximately 900,000 UK households – circa **28,000 in NI** - who do not have a domestic energy contract with a licensed supplier and pay for their electricity in a different way and are therefore unable to receive EBSS. These are primarily people who pay for their energy via a commercial landlord or intermediary, or those off the electricity grid.

In NI, EBSS AF has been combined with the AFP Alternative Fund, the application route for APF eligible customers without an electricity meter, and therefore consists of one-off £600 payment (compared to £400 in GB) that is being delivered to households over the winter of 2022/23 in a single instalment. These households principally consist of caravans, houseboats, mobile homes, travellers, private and social tenants on commercial meters, heat network consumers, homes off grid, care home residents who are at least partly self-funded, and farmhouses. Eligible households will need to apply for the support payment online on Gov.uk. A telephone contact centre is also available to provide support for those not able to apply online or requiring assistance with their application. The application process allows for a third party to complete the form on someone else's behalf where they are unable to do so themselves (e.g. where there is a power of attorney). The Alternative Funding scheme opened for applications in February 2023 and is expected to run until 31 May 2023.

In GB a large part of the backend processing of applications will be done by local authorities who will use local authority records to check the identity and eligibility of applicants. This was considered not feasible in NI, therefore, a commercial supplier appointed by DESNZ is undertaking this function. The contracted delivery partner can also provide support for GB applications via the contact centre and can escalate queries and complaints to DESNZ where necessary. Application data is shared between DESNZ, LAs (in GB) and the commercial supplier (in NI) via a case management system that DESNZ has commissioned for this purpose.

### ***Energy Price Guarantee NI***

The Energy Price Guarantee lowers the unit price households pay for electricity and gas across the UK by setting a discount rate that domestic energy suppliers must apply to the unit rates and standing charges they set for UK households. The government then compensates energy suppliers based on the amount of discounted gas and electricity they sell.

The consumer saving will be based on usage, so bills and savings could be higher or lower depending on how much energy consumers use. In GB the EPG effectively caps unit rates at the 'guarantee rate' but this is not the case in NI, as explained below. The scheme in NI, as for GB, has been extended until April 2024, though the level of support will be reduced across the UK from April 2023.

*Table 1. Unit Rate Discounts (p/kWh) for GB and NI in Q3&4 22/23*

	Oct-Dec 2022		Jan-Mar 2023	
	GB	NI	GB	NI
Electricity	17.0	19.9	31.8	13.6
Gas	4.2	4.8	6.4	3.9

There are three key differences to the NI scheme from the GB scheme, these are the:

- **Absence of a reference price** – In GB, the discount rate is set based on the difference between the EPG rate and the reference price, the amount suppliers could have charged for their power in absence of EPG, which in GB is taken as the Ofgem price cap. The Ofgem price cap does not apply in NI and there is no equivalent policy. This means that unlike in GB, this price cap level cannot be used as the reference price for calculating the required unit rate reduction to achieve the EPG rate in NI. Due to the pace that the policy had to be developed, there was no time to develop an NI specific reference price, meaning that initially (Nov - Dec) GB unit rate discounts were applied to NI bills.
- **Unit rates are not capped in NI** – The absence of the Ofgem price cap reference price also means that (unlike in GB) energy prices are not capped by EPG in NI – suppliers have flexibility to raise tariffs in line with costs before applying the discount.
- **EPG as applied in NI makes NI gas & electricity unit rates significantly lower in NI than GB** - NI has a different wholesale gas and electricity markets from GB and at present wholesale energy cost are significantly lower in NI than GB. This means that the initial approach of applying GB discount rates in NI resulted in NI energy unit rates substantially lower than the GB EPG rates. From Jan – Mar 2023 discount rates in NI have been lowered to reflect falling wholesale energy prices in NI and will therefore diverge from GB discount rates which are set to rise. However, even with this correction the Oct 22 – Mar 23 discounts are projected to result in an average NI dual fuel energy bill of £1,900 pa, compared to GB where the average dual fuel tariff is projected to be £2,500 pa under the scheme. This is not the full picture though as non-gas heating fuels are more expensive than gas and much more widespread in NI meaning that comparing household energy bills between the two regions is challenging.
- **Delayed Start date of the scheme** – the NI scheme started one month later than the GB equivalent (Nov rather than Oct). This was because of the lead-in time required for NI suppliers to update their systems. To compensate, an additional discount rate of 2.9p/kwh for electricity and 0.6p/kwh for gas was added for the 5 months November – March in NI.
- **Floor price set for tariffs in NI** – different from the GB floor price (applied so households with tariffs fixed below the price cap don't benefit excessively). Fixed tariffs are rare in NI (just one currently available) but Economy 7 tariffs are more common and their night-time rates can be so low that applying the full discount could make some tariffs offer negative rates, incentivising wasteful excessive energy usage. Therefore, a floor price of 1p/kWh was set in NI to prevent this.
- **Treatment of pre-payment meters** - Unlike in traditional GB PPM, Keypad PPMs in NI convert the vend into kWh units of energy usage based on the tariff linked to that PPM at the time of vend rather than time of use. This gives an incentive to customers to stock up credit on their PPMs just before tariff rates change in order to lock in lower prices at the better rate. It might be possible that PPM customers buy disproportionate amounts of credit at UKG subsidised unit rate prices before discount rates are reduced. Alongside the existing monitoring of scheme costs, the evaluation should consider whether this situation has arisen and whether this has impacted scheme costs.

#### ***Other pre-existing energy affordability policies in NI***

There are several existing NI and UK schemes which provide support with the cost of energy bills for some (vulnerable) NI households:

- **Affordable Warmth Scheme** – delivered through NI councils, the scheme provides a grant funding to those assessed to be experiencing fuel poverty to improve the energy efficiency of their homes.<sup>4</sup>
- **Northern Ireland Sustainable Energy Programme (NISEP)** – a scheme delivered on behalf of UREGNI by the Energy Savings Trust in NI. This is an £8 million fund, collected from both domestic and commercial electricity customers through a public service obligation (PSO). The scheme is targeted at vulnerable households who can benefit from grants to make energy efficiency improvements to their homes.<sup>5</sup>
- **Winter Fuel Payments** – pensioners across the UK receive between £100 and £300 to help with heating bills in winter.
- **Cold Weather Payments** – people on certain benefits across the UK can receive £25 for each 7-day period of very cold weather between 1 November and 31 March.

### ***Key stakeholders involved with the NI interventions***

Aside from the Department for Energy Security and Net Zero, the following groups play a key role in the delivery of the interventions:

- **NI energy suppliers** are involved in delivering the EPG and the combined EBSS-AFP interventions, but are not involved in EBSS AF. There are 6 electricity suppliers (Power NI, SSE Airtricity, Click Energy, Budget Energy, Electric Ireland, Go Power) and 2 gas suppliers (firmus, SSE Airtricity)
- **UREGNI**, the NI utility regulator, will be provided with additional statutory enforcement powers so that they have a legal basis on which to undertake enforcement of NI energy suppliers' compliance with the EPG and EBSS contracts and legislation underpinning the schemes. UREGNI will also monitor NI supplier debt management to assess financial risk relating to NI suppliers' solvency.
- Northern Ireland **Energy Networks** (NIEN), the transmission network operator in NI, has a role in supplying metering data for NI electricity suppliers to DESNZ for the administration of the EPG.
- The three gas transmission **network operators**, firmus, Phoenix and SGN, provide gas metering data to DESNZ to support EPG scheme administration.
- A third party supplier has a role in processing EBSS AF applications in NI and
- provides a contact centre through which households can apply for EBSS AF Funding over the telephone and through which they can also receive support with understanding the Energy Affordability Support schemes.
- The Post Office, processes vouchers

Other key stakeholders will be confirmed as the schemes develop.

### ***The interim evaluation of Domestic Energy Affordability Support in Great Britain***

Key to delivering a robust evaluation of Support in NI is not only capturing the specifics of the Support provided in NI, but also ensuring methodologies used will allow for cross-UK comparability.

<sup>4</sup> <https://www.nihe.gov.uk/housing-help/affordable-warmth-boiler-replacement/affordable-warmth-scheme>

<sup>5</sup> <https://energysavingtrust.org.uk/programme/nisep/>

The GB support schemes were announced and developed earlier than the NI schemes, meaning evaluation planning for GB also commenced earlier. As BEIS was mindful of the need to split and thereby de-risk work on Domestic Energy Affordability scheme evaluation, the interim (process, outcome and early impact) evaluation work for GB has already been commissioned separately (ITT went live on 8 February 2023). Consequently, the GB evaluation will start earlier and run ahead of NI evaluation work.

DESNZ is keen to ensure methodological alignment between the GB and NI schemes, where appropriate. As such, the successful bidder for this contract will be expected to engage with the development of materials and approaches that can be used across both evaluations; this will include evaluation questions, methods, surveying approach and questionnaire design, as well as other materials, such as topic guides. Where materials have been signed-off under the GB contract prior to the NI contract commencing, the GB materials will be shared with the NI supplier to be used as a starting point from which to develop their own materials that explore NI specific circumstances.

This approach should ensure that data collected and analysis conducted for the NI evaluation remains as comparable to the GB evaluation as appropriate, allowing DESNZ to merge GB and NI findings at a high-level to provide UK-level evaluation outputs in future. Potential bidders should therefore cost for regular reviews of materials developed under that contract.

### ***Scoping***

In an early stage of the policy development of EBSS, when the scheme was only expected to apply to GB, a study was commissioned to scope the monitoring and evaluation requirements for EBSS GB. Following the announcement of the EPG, this study was expanded to include some additional scoping for the first stage of the Energy Price Guarantee (October 2022 – March 2023), though its scope was not extended to explicitly consider the evaluation of these schemes as they apply in NI. The study's utility for this commission is also limited by the fact that it primarily focused on data collection requirements and impact evaluation methods. The study did, however, provide some consideration of process evaluation, as well as the development of a logic model for the GB scheme. The findings of the scoping study are summarised in Annex A (attached within Jaggaer).

### **3. Aims and Objectives**

The overarching aims of this interim evaluation are:

- To explore how the interventions were implemented, including the effectiveness and consistency across recipient groups of the different delivery mechanisms employed;
- To explore awareness, understanding, perceptions and experience of the interventions among different recipient groups;
- To provide timely evidence on the outcomes of the interventions to inform policy design decisions as part of the government response to the cost-of-living crisis, including the interactions between the different Domestic Energy Affordability Support policies and with wider cost of living support schemes;
- To provide insights on the perceived impacts of the interventions as reported by households;

- To collect NI data to support potential future impact evaluation work across Domestic Energy Affordability policies;
- To scope impact and economic evaluation methodologies and develop an overarching impact and economic evaluation plan for NI.

The bidder should also consider what NI specific evidence would be needed to support external scrutiny (e.g. by the NAO) and inform any future interventions that may be rolled-out to provide support with energy bills or the wider Cost of Living.

It is proposed that the evaluation work is divided into three stages:

- **Stage 1** – Evaluation of the process, outcomes and early impacts of support provided to households over winter 2022/23.
- **Stage 2** – Evaluation of support provided from April – September 2023, awareness of and perceptions towards future support announced for winter 2023/24, and feeding into scoping of impact and value for money evaluation led by the GB supplier.
- **Stage 3** – Evaluation of support provided over winter 2023/24, and synthesis of all process, outcome and early impacts evaluation findings.

### ***Evaluation questions***

The draft evaluation questions in the following section focus mainly on the Domestic Energy Affordability Support provided over winter 2022/23, and thus the majority should be addressed through research activities conducted in Stage 1. Those applicable to both GB and NI will be refined by the GB supplier at the start of the GB contract. The first task of the NI evaluation supplier should be to review these questions and adapt/expand on them where necessary or beneficial to the evaluation within the NI context.

Given the changing policy environment, the GB evaluation supplier will develop further detailed evaluation questions at the start of the GB contract's Stages 2 and 3 (in August 2023 and December 2023, respectively). The NI supplier should feed into the GB question development activity and also develop any further questions relevant to the NI context.

The questions outlined below cover questions that cut across all interventions. During the initial scoping work some consideration should be taken as to whether specific questions should be adapted or developed for different schemes.

### **Process evaluation aims and questions**

The focus of the process evaluation is to investigate how the interventions develop from the initial design through to delivery, whether the interventions are implemented as intended, how the design and delivery have supported realisation of intervention objectives and what worked more (or less) well and why.

The process evaluation will need to draw on primary research and secondary analysis of scheme data to explore a wide range of topics, covering the broad areas of a) intervention design and delivery and b) the awareness, perceptions, understanding and experience of intervention recipients.

The following process evaluation research questions are subject to scoping by the appointed supplier<sup>6</sup>:

Topic	Possible evaluation questions
<b>Awareness and understanding among households</b>	<ul style="list-style-type: none"> <li>• What were the levels of awareness of the interventions?</li> <li>• What were the levels of awareness of having <i>received</i> the interventions?</li> <li>• What were levels of understanding of the support amongst intended recipients in terms of what support they were eligible for, when they would receive this support and how?</li> <li>• How did awareness and understanding levels vary by different sub-groups of the bill-payer population (including based on which interventions they are eligible for, their supplier, payment type, location, and socio-economic characteristics)?</li> <li>• To what extent did awareness and understanding change over time among different sub-groups?</li> <li>• What information about the different interventions did households receive from government and from suppliers, and at what point? Did households find this information clear?</li> <li>• What was the scale and nature of enquiries from households to suppliers seeking support with understanding the interventions?</li> <li>• Did households receive timely advice?</li> </ul>
<b>Perceptions among households and wider stakeholders</b>	<ul style="list-style-type: none"> <li>• What were the perceptions of the different stakeholders regarding the scale of the interventions (providing near universal energy bill support) and the monetary value of the interventions?</li> <li>• How did perceptions vary over the course of the interventions?</li> <li>• How did perceptions vary by different sub-groups of the bill-payer population (including based on which interventions they are eligible for, their supplier, payment type, location, and socio-economic characteristics)?</li> </ul>
<b>Intervention processes and experience of intervention</b>	<ul style="list-style-type: none"> <li>• What were the processes involved with delivering the interventions? What processes worked well and less well for delivering the intended benefits?</li> <li>• Were the schemes implemented as intended? If not, why not?</li> </ul>

<sup>6</sup> Those in italics are specific to the Northern Ireland ITT, others are consistent or identical to those posed in the GB evaluation ITT.

<p><b>delivery</b> (among DESNZ and NI delivery partners and stakeholders)</p>	<p>What barriers, challenges and issues were encountered by different stakeholders in delivering the schemes as intended?</p> <ul style="list-style-type: none"> <li>• Were the interventions delivered consistently across different energy suppliers? If not, why not?</li> <li>• <i>What was the scale of burden on energy suppliers to deliver the different interventions? What steps did DESNZ take to mitigate the burden on energy suppliers and to what degree were these effective?</i></li> <li>• What lessons were learnt from the delivery of support over winter 2022/23 and how were these applied to the delivery of subsequent support?</li> <li>• What actions did energy suppliers take to provide households with information on the different interventions? What was the scale and nature of any additional support provided by suppliers?</li> <li>• What costs have been incurred (by central and local government, URGNI, energy suppliers, other NI delivery partners, and bill payers)?</li> <li>• What compliance and enforcement processes were carried out and to what extent did they encourage compliance? What was the nature, extent and scale of fraud and how did this compare between interventions?</li> <li>• What processes were involved with the closure of schemes that ended in 2023? Were any barriers, challenges and issues encountered by different stakeholders in closing the schemes?</li> <li>• <i>To what extent were the schemes effective at ensuring that costs were passed through to domestic consumers by intermediaries (e.g. landlords)? What proportion of households eligible received these payments? What was the level of awareness that payments were being made?</i></li> </ul>	
<p><b>Experience for households</b></p>	<ul style="list-style-type: none"> <li>• What was the experience of recipients in receiving the interventions, including the effectiveness of processes to deliver the support and efficiency with which support was delivered?</li> <li>• How does this vary by different sub-groups of the bill-payer population (including based on which interventions they are eligible for, their supplier, payment type, location, and socio-economic characteristics)?</li> <li>• To what extent did the experiences of different sub-groups change</li> </ul>	

	<p>over time?</p> <ul style="list-style-type: none"> <li>What was the nature and content of any scams related to the interventions that households were subject to, if any?</li> </ul>
<p><b>Outcome evaluation aims and questions</b></p> <p>The outcome evaluation will seek to understand the degree to which desired outcomes have been achieved. This will include analysis of whether delivery has been successful in providing support to all eligible households, and monitoring of key variables such as energy bills, consumption levels, energy bill payments, and self-disconnection rates among different groups.</p> <p>The evaluation will also need to explore impacts on expenditure on energy relative to household income, which might indicate risk of fuel poverty. Mitigating potential impacts on fuel poverty is a key aim of the domestic energy affordability schemes across the UK. Fuel poverty is a devolved policy area and is defined and measured differently in different parts of the UK. A proxy definition of fuel poverty risk that can be used to measure and compare fuel poverty impacts across the UK is expected to be developed by DESNZ. To ensure consistency across the two evaluations, the GB and NI suppliers will be expected to both use this proxy definition and consider measures for their respective contexts.</p> <p>The following draft evaluation questions are, again, subject to refinement by the successful supplier:</p>	
<b>Topic</b>	<b>Questions</b>
<b>Reach and timing</b>	<ul style="list-style-type: none"> <li>What was the reach of the interventions across the intended recipients?</li> <li>How has the reach of all interventions varied by different sub-groups of the bill-payer population (including based on which interventions they are eligible for, their supplier, payment type, location, and socio-economic characteristics)?</li> <li><i>How have the later start dates and structure of the NI schemes (Nov 2022 for EPG; Jan 2023 for EBSS and AFP) impacted on the reach and efficacy of domestic affordability policies in NI?</i></li> </ul>
<b>Household energy and non-energy consumption</b>	<ul style="list-style-type: none"> <li>How have contextual factors wider than the energy crisis (e.g. weather) affected household energy consumption? Bearing this wider context in mind, how does household energy consumption compare to previous years?</li> <li>How have households adapted their energy consumption and wider spending behaviours as a result of the rise in energy costs?</li> <li>To what extent did households maintain energy consumption at a safe / comfortable level? How did maintaining safe consumption affect other essential spending?</li> <li>What was the extent of any underconsumption? How did this</li> </ul>

	<p>differ between key sub-groups, including between those classified as fuel poor and not fuel poor?</p> <ul style="list-style-type: none"> <li>• What was the scale of households disconnecting from this energy supply and the length of time for which they were disconnected? Bearing in mind contextual factors, how does the scale and length of self-disconnection compare to the equivalent period last year?</li> <li>• What was the scale and nature of changes in payment type, including the scale of movement of households to pre-payment meters?</li> </ul>	
<b>Health and welfare</b>	<ul style="list-style-type: none"> <li>• How did the level of concern about energy bills vary before and during the interventions?</li> <li>• How did the level of concern about household finances more broadly vary before and during the interventions?</li> <li>• Bearing in mind contextual factors, how did the level of cold-related illnesses and instances of mould in dwellings over the intervention period vary compared to the equivalent period last year?</li> </ul>	
<b>Household finances</b>	<ul style="list-style-type: none"> <li>• <i>Fuel poverty</i>: During the interventions, what was the proportion of households whose estimated income remaining, after accounting for housing costs, fell below a threshold indicating potential fuel poverty? How does this compare to the equivalent period last year? How easy or difficult has it been for households to afford their energy bills in general and compared to a year ago?</li> <li>• <i>Energy debt</i>: How many and what proportion of accounts were in arrears throughout the scheme? How does this differ from before the interventions began and from the equivalent period last year? What is the total scale of energy debt and the average amount of debt by household?</li> <li>• <i>Household saving and borrowing</i>: How did household saving and borrowing rates vary before and during the course of intervention delivery?</li> </ul>	
<b>Energy suppliers</b>	<ul style="list-style-type: none"> <li>• Did all suppliers stay solvent over the course of intervention delivery? Were any suppliers at risk of insolvency and require additional government support?</li> <li>• What, if any, distortions to the market occurred over the course of intervention delivery?</li> <li>• <i>Did the adjustment in NI discount rates for EPG between the Oct-Dec and Jan-Mar periods impact supplier (or consumer) behaviour?</i></li> </ul>	

Distributional impact	<ul style="list-style-type: none"><li>How do the above outcomes vary by different sub-groups of the population (including based on which interventions they are eligible for, their supplier, payment type, location, and socio-economic characteristics)?</li></ul>	
<b>Early impact evaluation aims and questions</b>		
<p>This strand of work will involve gathering evidence on households’ perceptions of what difference the scheme has made and the contextual information needed to support a full impact evaluation that will be tendered separately in due course.</p> <p>Key household impacts to explore will be levels of energy consumption and underconsumption, essential household spending, fuel poverty, energy debt, self-disconnection rates and health and welfare; these will be explored at the level of self-report. The evidence collected will be used to support further work to develop an impact evaluation and to build the programme theory of change. An impact evaluation may be tendered and conducted after the end of 2023 across the GB and NI schemes.</p> <p>The following draft evaluation questions are, again, subject to refinement by the successful supplier:</p>		
<b>Topic</b>	<b>Questions</b>	
<b>Overall</b>	<ul style="list-style-type: none"><li>What external factors are likely to have affected the impacts achieved by the different schemes and what do stakeholders perceive the expected extent of their impact to have been?</li><li>What assumptions were made regarding delivery of outcomes and impacts, and how accurate did they prove to be?</li><li>Did households feel that the interventions were <i>for themselves</i> necessary and sufficient for supporting safe levels of energy consumption, essential spending, health and welfare and household finances over winter 2022/23? How did perceptions vary between different sub-groups and how did they differ from those towards subsequent support?</li><li>How do impacts vary by different sub-groups of the population (including based on which interventions they are eligible for, their supplier, household size, payment type, location, and socio-economic characteristics)?</li><li>What were the experiences and behaviours of households / individuals out of scope of the interventions?</li></ul>	
<b>Household energy and non-energy consumption</b>	<ul style="list-style-type: none"><li>What do households estimate their energy consumption and expenditure would have been in the absence of the interventions and why? How does this compare to their actual consumption and expenditure over the course of the interventions?</li><li>Were there geographical differences in the level of perceived support required to maintain safe energy consumption and</li></ul>	

	<p>essential spending?</p> <ul style="list-style-type: none"> <li>To what degree did the design of the interventions influence behaviours and facilitate the intended outcomes / impacts?</li> <li>Are there any other approaches or factors that could have helped avoid underconsumption?</li> <li>What, if any, positive behaviour change did the increase in energy prices prompt and to what degree was this prolonged?</li> </ul>	
<b>Health and welfare</b>	<ul style="list-style-type: none"> <li>To what extent did the interventions alleviate concerns about energy bill costs?</li> <li>To what extent did the interventions support individuals with health conditions to maintain safe/comfortable heating levels and wider energy consumption?</li> </ul>	
<b>Household finances</b>	<ul style="list-style-type: none"> <li><i>Proxy indicators of fuel poverty: What cost savings have households incurred as a direct result of the interventions? What proportion of households estimate that their amount of money remaining after accounting for housing costs would have fallen below a threshold indicating potential fuel poverty in the absence of the interventions?</i></li> <li><i>Energy debt: To what extent may the interventions have avoided energy debt? Without the interventions, what proportion of households estimate that they would have gone into arrears to maintain safe consumption and what proportion estimate that they would have gone into arrears despite under-consuming?</i></li> <li><i>Household borrowing: To what extent did the interventions help to avoid (additional) household borrowing? What do households estimate the scale of borrowing to have been without the interventions?</i></li> </ul>	
<b>Energy Suppliers</b>	To what extent did the changing level / extent of energy debt affect the risk of energy supplier insolvency?	

There are a number of challenges facing the evaluation. These include:

- Alignment with the GB evaluation, while being able to report NI specific findings and comparisons with other parts of the UK.
- Stakeholders may have limited time and resource to engage with the evaluation.
- The limited sample size for the representative surveys may limit the sub-group analysis which may be possible
- Some household groups of interest within scope of the evaluation are likely to be hard to reach and may require special accessibility adjustments.
- The high-profile nature of the interventions could mean that households engaging with the evaluation may be influenced by what they have recently heard in the news and thus there is a risk that disproportionate weight is given to issues that are only particularly salient when fieldwork is taking place.
- Respondents may not be able to distinguish between the different interventions (including both those in scope of this evaluation and those out of scope, such as

Warm Home Discount and Winter Fuel Payments) and/or attribute respective outcomes and impacts to them.

- Further policy announcements might influence household perceptions and behaviour, for example, through anticipation effects.
- There is uncertainty over the interventions that could be in scope in later stages of this contract, particularly over winter 2023/24.
- The evaluation will need to explore impacts on expenditure on energy relative to household income, and consider risks of fuel poverty. Mitigating impacts on fuel poverty is a key aim of the domestic energy affordability schemes across the UK. However, fuel poverty is a devolved policy area and is defined and measured differently in different parts of the UK. A proxy definition of fuel poverty risk that can be used to measure and compare fuel poverty impacts across the UK is expected to be developed by BEIS, with support from the successful GB and NI suppliers. To ensure consistency across the two evaluations, the successful supplier for the GB evaluation and the NI evaluation supplier will both be expected to use this proxy definition and operationalise it for their respective contexts.

Bidders should outline how they would address these challenges, and any others they foresee, to mitigate any potential negative impacts to the quality of the evaluation.

#### **4. Suggested Methodology**

##### ***NI evaluation scoping and developing interim evaluation plan***

##### **Theory of Change development**

The evaluation should be delivered through an overarching theory-based framework. Detailed theories of change (ToC) for the four schemes will be produced through the GB evaluation commission. The first task for the NI project should be to review the GB ToCs, assess the extent to which they need to be adapted to fit the NI context and then develop and agree ToCs for the NI schemes.

DESNZ envisages that this process will involve:

- A brief review of internal NI scheme documentation and scheme management information/monitoring data related to the four interventions.
- A review of published materials on NI and the NI context (including relevant research reports produced by the NI Executive, NISRA, or the ONS. More info on these in section 5 below)
- Recording the differences between the GB and NI mechanisms and assumptions
- Interviews with DESNZ staff
- Delivering a ToC workshop with key internal & external stakeholders (approx. 10 attendees)?

##### **Review of evaluation questions**

The next task in this initial scoping work should be to use the NI ToCs and any learning that came out of ToC development as a basis to review and adapt the NI-specific draft evaluation questions above and those refined under the GB evaluation

##### **Evaluation plan development**

The final scoping task should be the completion of an overarching plan for the interim evaluation that outlines how the proposed research methodologies will seek to answer the evaluation questions and produce evidence in line with the timelines required by DESNZ. This task should incorporate an assessment of the remaining evidence gaps; the supplier should identify any evaluation questions that cannot be fully answered through either the primary data collection and analysis specified below, scheme admin data analysis, or regularly published statistics/research. At this stage the supplier should also scope the utility of the scheme monitoring admin data, how it might be accessed or analysed to help answer the evaluation questions (see “Secondary analysis of scheme monitoring and admin data” section below for more information on this requirement).

As noted above, the process, outcome and early impact evaluation work should be split into three stages covering policy outcomes in three separate time periods (stage 1: winter 22/23, stage 2: spring to autumn 23, and stage 3: winter). The supplier should use this planning stage to work out and agree with DESNZ precise timings for specific research activities within each stage, including when the fieldwork for the primary data collection should take place. An illustrative timeline is provided in section 6 below. The NI supplier should also suggest, detail and implement an approach to evidence synthesis which is consistent with the theory based approach (e.g. testing mechanisms and assumptions) to bring together insights from the data collected and analysed at the end of each stage. The NI supplier should work with the GB supplier to ensure that approaches to synthesis remain consistent and comparable across the two contracts.

The bidder should set out how the administrative and wider data will be conducted and provide new evidence and insights on energy affordability in NI.

At the beginning of the second and third stage there should be a reassessment and potentially refinements of the ToC and the evaluation questions in response to evidence emerging from the previous stage’s synthesis or new developments in the policy landscape. The NI supplier should be mindful of parallel developments in the GB contract at the beginning of each stage to ensure alignment in approach.

### ***Quantitative data collection and analysis***

A core part of the proposed design is a representative online panel (achieved sample 1000) with three waves. This will allow data to be collected on key impacts on households over time and at three different time points with seasonal patterns and different distances in time lags from the intervention. This, combined with a longitudinal element will allow analysis to consider issues related to a household’s interaction with energy and cost of living pressures. A boost (achieved sample 500) for those eligible for Alternative Fund will enable analysis of this target group and comparison with the rest of the UK.

### **Multi-wave longitudinal survey design**

**A nationally representative survey of NI households** is required to provide generalisable population-level statistics on scheme awareness, perceptions, uptake and behaviours of NI households in response to the domestic affordability schemes. A longitudinal panel design is required to allow for tracking of changes in household perceptions, experience, and behaviour in response to changes to the policy landscape and wider economic environment. Three survey waves are required corresponding with the three evaluation stages specified above.

The main data collection methodology should be an online survey to minimise costs. DESNZ proposes that this takes the form of a bespoke survey that takes around 20 minutes to complete. The panel should sufficiently cover the groups generally less present on panels and the digitally excluded, and bidders should explain what further methodologies they would utilise to ensure this.

### **Sampling approach**

The NI survey sample should include 1,500 respondents in each wave, with the same respondents surveyed in each wave as far as possible. As Domestic Energy Affordability Support is (currently) universal in NI (as in GB), we are interested in the entire NI household population. It is important that we achieve representation from vulnerable households and the significant segment of the population in NI who have prepayment meters.

The panel should consist of 1000 respondents randomly sampled from the NI energy bill-paying household population. The remainder of the sample should consist of a boost of 500 households without a direct relationship with a licensed domestic electricity supplier, who will need to apply for the EBSS AF scheme. As the EBSS AF-eligible households represent only 3% of the NI population, without this boost an unstratified random sample of all NI households would not deliver a large enough sample size for generalisable findings from this group. This boost sample needs to reflect the eligible population for the EBSS AF scheme, not just applicants (to also allow estimates of take up).

A probability (rather than quota) sampling approach should be used. DESNZ requires the achieved sample to be representative of the NI household population in terms of gender, age, socioeconomic group, ethnicity, household income and region. We also require the achieved sample to be representative in terms of bill-payers tariff types, payment methods (e.g. PPM, direct debit, credit), and heating system (gas, heating oil, other). The bidder should specify the sampling approaches they expect to take in order to ensure this, e.g. stratification, incentives to boost response rate, weighting and the expected response rates and confidence intervals in the achieved sample. Published demographic information about the NI population (including payment method and home heating type split) is available<sup>7</sup> to assist stratification and weighting. Costings for the survey have assumed respondents would each be offered a £5 incentive/thank you for taking part in the survey, which may help with boosting response rates. Bidders are asked to specify how they will ensure engagement with the research and sufficient response rates.

Bidders should outline their expected approach to producing a sample frame for both the NI total household population sample and the boost sample of those eligible for the EBSS AF in NI and outline how participants will be recruited for the panel; for example, DESNZ is open to the approach of sending out postal invitations, and allowing for costs associated with those who prefer to, or are unable to use digital technology to respond through postal survey.

DESNZ is open to the option of building on a pre-existing panel given this may provide an easier way to meet the challenging timelines; however, bidders must explain how their approach would deliver on the requirements for the sample design, including providing sufficient representation of the EBSS AF population. Bidders may alternatively want to consider creating a new panel from scratch; however, DESNZ requires clear justification

<sup>7</sup> ONS and NISRA on household characteristics, UREGNI and NI Department for the Economy statistics for billpayer method characteristics, NI Housing Executive for housing condition and heating type statistics

of how this approach would meet the challenging timelines and explanation of any cost implications.

Bidders should specify whether they need support from DESNZ in sourcing a sampling frame for NI households or whether they have their own independent approach to sourcing an appropriate sample. DESNZ expects to be able to provide the supplier with addresses of EBSS AF applicants, though we do not have a sample frame covering the entire population eligible for EBSS AF in NI. We would expect the supplier to scope the feasibility of producing such a sample frame, including all eligible groups, as this would be necessary to estimate take up. If this approach to measuring take-up was deemed unfeasible, the supplier would be expected to propose alternative methodological approaches, e.g. through secondary analysis.

For the online survey a 'push to web' (postal invitation) model is likely to be most effective with an option for respondents to respond with a written or telephone response where factors such as digital exclusion or literacy might impede responses. Bidders are asked to consider what is likely to be most effective and inclusive.

The bidder should specify how they will maintain a longitudinal panel over 3 survey waves, including how they will minimise attrition and replace dropouts.

The budget for this contract includes contingency costs for the proposed samples to be increased or particular sub-groups to be boosted. Bidders should therefore **cost a maximum of 1,600 surveys** in each wave.

### Questionnaire design

The survey should gather evidence to contribute to answering the following:

- (1) Process evaluation questions around awareness, understanding and perceptions of the schemes amongst NI households,
- (2) Outcome and early impact evaluation questions on:
  - a. Intervention reach
  - b. Household energy and non-energy consumption
  - c. Health and welfare
  - d. Household finances

The survey questionnaire should be designed to capture relevant descriptive statistics relating to these topics. DESNZ expects the successful supplier to feed into the development of the questionnaires used for the GB evaluation to ensure the GB and NI questionnaires can closely align, but then also ensure the nuances of the NI context are captured in the NI questionnaires. Additionally, the questionnaire should include demographic questions to monitor and ensure sample representativeness and enable demographic cross-tabulation of data (where the sample size permits). There should also be questions on household energy consumption and household composition.

There should be standard consent questions asking participants for their consent on the following:

- to be recontacted for further waves of survey research,
- to be recontacted to take part in qualitative interviews or focus groups

- to allow their address data to be used by the supplier to match their survey response data to meter level energy consumption data sourced from their energy supplier

The bidder should outline their proposed approach to piloting the survey.

The first wave of the survey should take place as soon possible after the start of the evaluation contract, following initial evaluation scoping and development of NI-specific evaluation questions. The first wave should focus on NI household experience of the support received in winter 2022-23. DESNZ expects stage 1 fieldwork to run July to August 2023 and data validation, analysis and interim outputs to be completed by end August.

The second wave should provide information on household experience of support provided after April 2023, seasonal differences, as well as awareness and understanding, and perceptions of the support that will be provided for winter 2023/24. The more precise timing of the survey will be confirmed in due course, but should take place following any major announcements and/or the launch of any communications campaigns around upcoming support. The third wave is expected to cover similar topics as Waves 1 and 2.

### ***Qualitative data collection and analysis***

#### **In-depth qualitative research with households**

Qualitative research is required to build a deeper understanding of the views, experiences and behaviours of household groups of interest in response to both recent energy bill increases and the UK government's Domestic Energy Affordability Support. Like the quantitative survey work, the qualitative data collection and analysis should contribute to answer questions relating to household energy and non-energy consumption, health and wellbeing, and household finance, but should focus on understanding bill-payer reasoning and their own understanding of any changes in their household's situation or behaviours.

To meet this requirement, DESNZ proposes two rounds of 50 qualitative face-to-face, telephone or online (Teams, Zoom, or similar) interviews with representatives of a range of different households of interest. We are open to suggestions from the supplier on the most appropriate mode for different groups, balancing the need for high-quality data and good response rate with cost. It is expected that each interview should be around 30 minutes in length and a suitable incentive should be provided as a thank you for participants' time and participation in the study. The first round of interviews should take place during stage 1 of the evaluation, focusing on experiences of winter 2022/23, and the second round during stage 3, focusing on winter 2023/24.

The exact topics to explore within each round of interviews will be decided during the topic guide drafting phase as they will be required to reflect policy priority areas and follow up on findings from other research activities. However, they are likely to answer process, outcome and impact evaluation questions related to the user journey of accessing the interventions, consumption behaviours, energy debt and counterfactual scenarios.

DESNZ is particularly interested in exploring the experiences, perspectives and behaviours of:

- **Vulnerable households** who may be disproportionately at risk from underconsumption of energy, i.e. those on low incomes, the elderly, those with underlying health conditions. We are also very interested the different experiences and perspectives of vulnerable households who were also entitled to – and received – pre-existing energy affordability scheme support (Winter Fuel Payment, Affordable Warmth, etc) compared to those who were not entitled to these schemes.
- **Households who pay for their energy through pre-payment meters** – PPM meters are particularly common in NI and these customers (as well as credit customers will have needed to actively process a voucher to claim their £600 EBSS-APF payment), unlike direct debit customers who will have received this automatically.
- **EBSS AF eligible households** – those without a direct relationship with an energy supplier (care home residents, park home residents, travellers, houseboat residents, and those living off-grid). These households will have had to apply for energy affordability support so we'd be interested in understanding the reasoning of those who may have chosen not to apply or not been aware of the scheme, as well as the experiences of those who did go through the application process.

Bidders should set out how they plan to use the **50 interviews** per round (100 in total) to best meet the requirement. They should also outline their proposed mode of conducting these interviews with different groups, bearing in mind the potentially hard-to-reach and/or vulnerable nature of some respondents and sensitivity of topics covered. DESNZ expects that the majority of interviewees can be recruited from the survey respondents who said they were willing to be recontacted to take part in qualitative research. However, we recognise that additional sampling activity may be required. Bidders should outline the response rates they would expect with their proposed approach.

Bidders should note that some flexibility is required with regards with the exact design of the second round of qualitative research in stage 3 of the evaluation, as the approach to sampling and topics of interest may need to be adapted in response to policy changes that may take place before next winter.

#### **In-depth qualitative research with groups with insights into the experiences of vulnerable customers**

To gather detailed insights into the experiences of vulnerable customers, DESNZ proposes that qualitative research is conducted with specific charitable organisations that work with these customers in NI such as National Energy Action, Citizens Advice, Christians Against Poverty, Fuel Bank Foundation, the Energy Savings Trust.

DESNZ proposes that 5 telephone interviews of 30 minutes in length are conducted in stage 1 and a similar number in stage 3, but welcome proposals of alternative approaches with justification. Bidders should outline the groups they would interview, the numbers of interviewees in each group, how they would sample and recruit and the interview method, with justification for how these proposals would provide value for money and timely insights.

#### **Research with scheme delivery partners**

Research with delivery partners should contribute to the process evaluation in particular by providing detailed insight into the decisions and experience around the design and

delivery of the scheme, including the resource burden and costs incurred by different parties.

Qualitative research should be conducted with representatives from the following groups:

- NI energy suppliers (several interviews may be needed with each supplier to gather insight on delivery of the different interventions);
- NIEN and the three gas network distributors;
- UREGNI;
- the delivery partner processing EBSS AF application in NI;
- the contact centre for AF and AFP telephone applicants.
- the Post Office

Bidders should outline appropriate methodologies for conducting research with these groups. DESNZ envisages that for suppliers, semi-structured telephone interviews may be more appropriate than focus groups given sensitive topics will be explored. Bidders should outline the length of the data collection approach (e.g. 30 minute interviews) and number conducted with each group. Bidders should **cost for research of 15 interviews**.

Where possible, DESNZ will support the successful supplier through providing contact details for appropriate representatives from these groups.

Research should be conducted with key scheme stakeholders following the closure of the EPG scheme to provide detailed insight into the experience around the delivery of the scheme, including the resource burden and costs incurred by different parties, and how it compared to delivery of support over winter 2022/23.

### **Lessons learned Workshop with DESNZ stakeholders**

In stage 1, the successful supplier should facilitate a customer workshop with DESNZ staff focusing on lessons learned during delivery. The successful supplier will be expected to work with DESNZ to agree on the attendees, but bidders should provide a proposal on how the workshop should be conducted to provide the best use of time, the roles that should attend to ensure a broad range of perspectives can be captured and the workshop length.

### ***Secondary analysis of scheme monitoring and administration data***

The administration of the domestic affordability schemes in NI has necessitated the collection of a substantial amount of data at regular intervals over the course of the schemes, including (but not limited to):

- Total number of meter points supplied by each supplier.
- Data on **electricity and gas consumption** at both a supplier and a household meter point level and how that translates to **EPG support costs** per supplier.
- Data on **each meter point** supplied, such as:
  - o Meter address
  - o Meter type (standard vs. PPM)
  - o Tariff type
  - o Whether the account is in arrears (Y/N)
- Data on the **EBSS-AFP scheme roll out**, such as:
  - o number of accounts which have received a direct EBSS-AFP payment, or PPM vouchers that have been sent and cashed.

- Number of EBSS payments that have not been received or cashed, why, and which accounts they are associated with.
- Data on the EBSS AF application process, such as:
  - Unique record of each application and information about the applicant (e.g. address and type of applicant)
  - Numbers of applications rejected at each stage of the application process
  - Number of successful applicants and how long it took to receive their payment

It is expected that these data will be invaluable for the process and outcome evaluations. However, the energy affordability monitoring programme is still in an early stage, particularly on the EPG and EBSS AF side and the potential utility of these data for the evaluation has not been fully scoped.

Therefore, one of the initial tasks of this project should be to undertake that initial data scoping work, focussing on: which datasets exist for each scheme, the accessibility of datasets (size, storage requirements, ownership, sensitivity, etc), data variables available and their utility for answering evaluation questions. The supplier should also scope additional secondary datasets which might contribute to answering the evaluation questions. Potentially useful secondary datasets that DESNZ is aware of are set out in section 5 below.

It is also expected that the descriptive power of monitoring data could be considerably enhanced by matching them to data contained in other datasets, not least the quantitative data that will be collected in the longitudinal survey specified above, but also to other existing datasets held by the ONS and others. Therefore, in the initial data scoping work the supplier should investigate the feasibility of matching the scheme monitoring data and the longitudinal survey data to other relevant datasets, including which unique variable(s) could be used / would be needed for the matching.

Relevant matching work and secondary data analysis using scheme data should be conducted at the end of stage 1 and then updated with new data as they emerge at the end of each subsequent stage.

### ***Scoping of impact and economic evaluation methodologies***

The successful supplier should draw on their learning from the preceding research activities to develop an overarching impact and economic evaluation plan covering the Domestic Energy Affordability Support policies in scope.

Bidders should outline a high-level proposal for how they would undertake this scoping work, including any engagement that would be required from DESNZ, and how they propose to work with the GB evaluation supplier.

Relevant activities to support this requirement should include:

- Equivalent scoping work will be conducted in a similar timeframe under the GB contract. DESNZ therefore envisages that the NI supplier will review the impact and economic evaluation questions and methodologies proposed as part of the GB scoping work to determine whether they are applicable to the NI context.
- Assess the feasibility of different further potential evaluation methodologies and data sources, considering factors such as: feasibility, value for money, relevance

(coverage of priority questions), timeliness of results, robustness, communicability and coverage of key target groups.

- Determining whether any further data collection is needed to answer the evaluation questions and providing costed proposals for this work
- Propose costed options for assessing causality and attribution (including quasi experimental methods and theory-based approaches) of consumption and wider scheme impacts.
- Propose costed options for the economic evaluation, considering costs and benefits at the level of the Domestic Energy Affordability Support package and at intervention level, as well as cost-effectiveness analysis to make comparisons between household groups
- Considering how research activities can be streamlined to cover multiple interventions
- Determining how interactions between the different policies can be analysed and the additionality of the interventions disentangled.

## 5. Quantitative Data sources

### **EBSS & APF combined NI scheme monitoring data**

This is internal DESNZ scheme monitoring data sourced from NI electricity suppliers. There are two return types:

1. **Reconciliation and Compliance (R&C) data.** This is aggregate data that will be used by DESNZ for reconciliation of EBSS and AFP money with suppliers, and for compliance purposes. This return will be submitted monthly by suppliers from February 2023 to July 2023.
2. **Meter Point Reference Number (MPRN) data.** This is meter-level, personal data that will be used for financial assurance and fraud prevention. This return was submitted once by suppliers in February 2023 and will be submitted again at the end of the scheme in July 2023.

The R&C data will be used to populate a scheme dashboard, and an aggregated version of these data will be published as a DESNZ statistical release. Each row of the MPRN data represents one meter served by the supplier, and contains the following variables:

- MPRN number
- customer type (direct debit / credit / prepayment)
- Number of EBSS payments provided by suppliers
- Number of EBSS payments delivered to customers
- Latest EBSS payment status (paid / outstanding / exception / unknown)
- Is the account in arrears? (yes / no / unknown)
- Account Billing cycle (monthly / biannually / annually / irregular / other)
- Customer address
- Customer postcode

### **EPG NI scheme monitoring data**

For NI this constitutes regular data from NIEN as well as from the 2 NI gas suppliers. NI gas suppliers provide weekly customer bills data alongside their invoice for scheme payments. NIEN provides a rough estimate of scheme spend pre-launch. On a weekly basis they provide:

- weekly estimate of consumption for each supplier (based on previous year's quarterly Distribution Use of System (DUoS) data).
- Invoice for each supplier payment including information on how calculated (tariffs, discounts applied), methodology of calculation.
- 8 days later NIEN provide this year's DUoS data for the reconciliation process, including meter level consumption and tariff data.

### **EBSS AF monitoring data**

EBSS AF monitoring data is expected to include records of those who applied for an AF payment on Gov.uk, records of those who call the contact centre and why, data on applications that were rejected by BEI before being sent on for processing with the third party supplier dealing with NI cases, and data from the third party supplier on applicant outcomes.

### **Office for National Statistics (ONS) / Northern Ireland Statistics and Research Agency (NISRA) households survey data**

NISRA runs fieldwork for a number of household surveys in NI with potentially relevant data on shifting patterns of household income and spending, such as the NI portions of the [Family Resources Survey](#) and the [Living Cost and Food Survey](#). NISRA sends the NI data from household survey fieldwork to ONS to process alongside GB survey data so the ONS would be the organisation through which this survey dataset (including NI data) could be best accessed.

### **Northern Ireland Housing Condition Survey**

Face-to-face household survey run on a 5-yearly cycle by the NI Housing Executive. The last survey was run in 2016 and the latest survey was due to be run in 2021 but was delayed by the Covid-19 pandemic and fieldwork will instead happen this year. The survey covers a number of relevant topics including housing condition, heating type, energy efficiency, and residence tenure type. One of the central purposes of the survey is to provide primary data for the NI Fuel Poverty estimate.

<https://www.nihe.gov.uk/working-with-us/research/house-condition-survey>

### **UREGNI's Domestic Consumer Insight Tracker survey**

In 2019 and again in 2021 UREGNI commissioned a telephone survey of domestic energy billpayers in NI looking in particular at household spending on electricity & gas, consumption behaviour, awareness of support schemes available, billpayer experience of interactions with NI energy suppliers.

<https://www.uregni.gov.uk/news-centre/launch-domestic-consumer-insight-tracker-report>

### **DESNZ & HMT Energy Support Package Tracking Dashboard**

DESNZ and HMT are conducting their own internal monitoring of public awareness, understanding and attitudes towards energy affordability policies using fortnightly nationally representative online surveys. These are not public datasets, but the findings from these surveys will be shared with the successful supplier.

### **Public Attitudes Tracker**

The DESNZ Public Attitudes Tracker (PAT) survey measures public awareness, attitudes and behaviours relating to Department for Business, Energy and Industrial Strategy (BEIS) policies such as energy, climate change, consumer rights, artificial intelligence and workers' rights. The Spring 2023 wave will include several questions that are relevant to evaluation of the Domestic Energy Affordability policies, some of which were already present in the Spring 2022 wave. Findings from previous waves can be found here: <https://www.gov.uk/government/collections/public-attitudes-tracking-survey>. Other potential sources of research and data may be [Age NI](#), Pay Point or [Citizen Advice](#) which indicate the experience of the roll-out of EBSS and any barriers.

## 6. Timeline & Deliverables

The following section outlines the key deliverables and outputs that BEIS expects from this project and the timeframe to which we would expect them to be delivered. While we require the contract to stick to the broad timelines set out for each stage, the timeframes given for specific tasks below are meant to be illustrative.

Action	Deliverable	Timeframe
Stage 1		June – Sep 2023
Contract starts	-	07 June 2023
Scoping the NI process and outcome evaluation	<ul style="list-style-type: none"> <li>- NI Theory of Change</li> <li>- NI-specific Evaluation Questions</li> <li>- Secondary data analysis scoping report</li> <li>- NI evaluation plan</li> </ul>	June - July 2023
Longitudinal survey – Set up and wave 1	<ul style="list-style-type: none"> <li>- Written Survey technical proposal (covering mode sampling, recruitment, weighting, etc)</li> <li>- NI survey questionnaire</li> <li>- NI sample frame</li> <li>- Set up of panel and delivery of wave 1 of the survey</li> <li>- Raw survey data provided to BEIS</li> <li>- Wave 1 output report with output tables</li> </ul>	Jun – Aug 2023
Qualitative research with households, delivery partners & stakeholders	<ul style="list-style-type: none"> <li>- Written technical proposal for conducting depth interviews / focus groups / workshops (covering mode sampling, recruitment, facilitator/interviewer approach)</li> <li>- Topic guides</li> <li>- Interview write-ups</li> <li>- Internal report on qualitative analysis findings</li> </ul>	July – Aug 2023
Lesson's learned workshop with BEIS staff	<ul style="list-style-type: none"> <li>- Internal note on findings</li> </ul>	August 2023
Secondary data analysis – set up, data matching and early outputs	<ul style="list-style-type: none"> <li>- Matched datasets</li> <li>- Key output tables / graphs</li> <li>- Internal findings report</li> </ul>	Jun – Aug 2023
Stage 1 synthesis	<ul style="list-style-type: none"> <li>- Internal Stage 2 synthesis report</li> </ul>	Sep 2023

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	- Presentation on stage 2 outputs	
<b>Stage 2</b>		<b>Sep 23 – Jan 2024</b>
Updating and refining evaluation plan	- (Where relevant) updated ToC, and eval plan	<i>Sep 2023</i>
Longitudinal survey – wave 2	- Recruitment of any supplementary sample required to replace drop-outs - Delivery of wave 2 of the survey - Raw survey data provided to BEIS - Wave 2 output report with output tables	<i>Oct – Nov 2023</i>
Update of secondary data analysis	- Key output tables / graphs - Internal findings report	<i>Nov -Dec 2023</i>
Stage 2 synthesis	- Internal Stage 2 synthesis report - Presentation on stage 2 outputs	<i>Jan 2024</i>
<b>Stage 3</b>		<b>Feb – July 2024</b>
Updating and refining evaluation plan	- As for wave 2	<i>Feb 2024</i>
Longitudinal survey – wave 3	- As for wave 2	<i>Feb – Mar 2024</i>
Qualitative research with households, delivery partners & stakeholders – 2 <sup>nd</sup> round	- Topic guides - Interview write-ups - Internal report on qualitative analysis findings	<i>Apr – May 2024</i>
Update to secondary data analysis	- As for wave 2	<i>June 2024</i>
Stage 3 and overall NI process and outcome evaluation synthesis	- Presentation (c. 30 slides) - Publishable final process & outcomes evaluation report - Publishable technical annex and data tables	<i>July 2024</i>

### Break Clause

There will be two contract break points included in the contract to allow the Department to manage the contract and its budget:

1. At the end of Stage 1 after the delivery of the first interim evaluation report.
2. At the end of Stage 2 in 2023 after delivery of the second interim evaluation report

Bidders are required to provide costs for each Stage separately within the pricing schedule.

The total cost (excluding VAT) will be used for evaluation purposes.

### **7. Working Arrangements**

All bids should include a summary of their project management approach. The successful supplier will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Bidders should assume that engagement with BEIS will include weekly project management MS Teams calls, weekly progress update reports, steering group meetings (frequency to be confirmed), and face to face meetings (once a quarter in London) as required to design and deliver the chosen methods. Throughout the research, BEIS will be required to review and sign off all final data collection instruments, analytical approaches (including key assumptions) and outputs.

BEIS expects that bidders will establish suitable internal working arrangements and channels of communication, and this should be demonstrated in the bid. As the research will involve multiple work strands feeding into various research activities over three stages, it is important that people assigned to different tasks regularly communicate, feedback and understand what else is happening. It will be the responsibility of the bidder's project manager to ensure that this occurs. This will be particularly important for bids on behalf of a consortium; it is expected that the lead supplier takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

BEIS, on behalf of the authority, will appoint an external peer reviewer and the successful bidder will be expected to engage and work with this person to maximise the robustness and utility of the research.

#### Working with other suppliers

The successful supplier for this contract will be expected to work with the suppliers covering the GB process and outcome evaluations. This will include sharing research materials and wider documentation. The bidder should set out how they will approach this. Input and information sharing with separate suppliers developing an economic and impact evaluation may also be required in the latter stages of the project.

#### **Additional research activity**

10% of the value of the requirement outlined above for each stage of the contract has been included in the contract budget for Reactive Research Activity. This should cover any ad-hoc research activities which may arise in response to changing policy needs over the duration of the evaluation or any unforeseen increases in the scale of the requirements outlined (e.g. low survey response rates significantly increasing the scale of recruitment activity required or the volume of relevant data to analyse being larger than expected).

Bids should therefore include a section on 'Reactive research activity' in their pricing schedule in all three stages. This budget must not be used to deliver the requirements as currently described in this mini competition. Drawdown of the 10% will only occur following full justification of need and sign off from the project lead and budget holder.

Reactive research activities will be given with as much notice as possible, and dates for completion will be agreed between BEIS and the appointed supplier. It is expected that

the successful bidder will be as flexible as possible with regards to these additional research activities and should be able to mobilise a team to begin work within 2 weeks.

## **8. Ownership and Publication**

The final report for this evaluation project must be formatted according to BEIS publication guidelines and adhere to BEIS accessibility requirements for all publications on GOV.UK. The publication template will be provided by the BEIS project manager.

BEIS is committed to openness and transparency. Project outputs should be accessible, non-disclosive and (where necessary) suitable for publication and further use. The exceptions to this are where:

- 1) The intellectual property rights to an output (or part of an output) are owned by someone other than the supplier. Suppliers should state in their bid if this is the case and indicate whether the third party copy righted materials can be redacted.
- 2) Data is commercial in confidence.
- 3) The outputs are internal documents only for BEIS– e.g. project updates, working papers and the research plan.
- 4) Suppliers have pre-existing intellectual property rights covering a part of their work.

Where there are useful insights that are viewed to be disclosive: such as outlier analysis or analysis with small numbers, BEIS would like to see outputs prior to drafting of final versions.

Unless otherwise stated in your bid, all outputs from the research project will be assumed to be owned by BEIS. The outputs, raw data and tools developed in the research will be transferred to BEIS at times agreed with BEIS and cannot therefore be used by suppliers for purposes other than our work. Bidders should be explicit if they intend to use outputs, raw data and tools that they have intellectual property rights over and that will not be owned by BEIS.

### **Non-disclosure**

All outputs must be provided to BEIS in a format that is non-disclosive (i.e. no individuals or individual organisations are identifiable from the data or analysis, directly or indirectly), unless otherwise expressly agreed. The supplier is responsible for ensuring that the data is supplied in this form alongside a report on the checks made. The supplier will be asked to agree their approach to checking for disclosure with BEIS during the course of the contract, before the checks are carried out. Where data or analysis is found to be disclosive during checking, the supplier will be required to suggest an approach or approaches to aggregate the analysis and to agree this with BEIS.

### **Storage and Transfer**

The supplier will need to ensure that all appropriate regulations are adhered to regarding safe storage and transfer, compliant with the UK General Data Protection Regulation (GDPR) and BEIS requirements for the data processing of restricted personal and commercial data. All research respondents will need to be made aware of all potential uses of their data. Suppliers must submit an overview of their data handling and security protocols to demonstrate compliance, noting that the handling of personal data will need to comply to higher standards than other forms of data.

## **9. Quality Assurance**

Bidders must set out their approach to quality assurance (QA) in their bid response with a QA plan.

Sign-off for quality assurance must be done by someone of sufficient seniority within the supplier organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this tender document and/or the supplier's QA plan. QA should cover all aspects of the project undertaken by the suppliers, including data collection, data analysis and reporting.

To demonstrate an effective process to produce high quality reporting, the supplier(s) must ensure that quality assurance is done by individuals who were not directly involved in that particular research or analysis. Bidders should note that BEIS will appoint its own independent peer reviewer(s) to QA publishable outputs. Consideration should be given to how the external peer reviewer(s) will be included in the QA process. BEIS may also choose to publish peer reviewer comments alongside any published outputs if this is deemed to add value or context to the final outputs.

Where complex or innovative methods are proposed, bidders should specify how additional quality assurance will be provided. Where necessary, this should include the use of external experts. A BEIS appointed peer reviewer will not be expected to provide detailed quality assurance, their role will be focused on higher level peer review.

Outputs will be subject to BEIS internal approvals, the more substantive the output the longer the approval time required. Published reports will require three rounds of comments, which should be factored into the timelines.

The successful bidder will be responsible for any work supplied by sub-suppliers.

For primary research, suppliers should be willing to facilitate BEIS research staff to attend interviews or listen in to telephone surveys as part of the quality assurance process.

Other useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include:

- The [Government Social Research Code](#), in particular those that relate to GSR Products:
- [The Green Book](#): appraisal and evaluation in central government.
- [UK Statistics Authority Code of Practice](#)/ or an equivalent standard.
- [The Magenta Book](#), Government guidance on policy evaluation and analysis.
- Supplementary Guidance on the Quality in Policy Impact Evaluations
- [Quality in Qualitative Evaluation: A Framework for assessing research evidence](#) provides a Framework for appraising the quality of qualitative evaluations.

## **10. Ethics**

All applicants will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues.

Significant numbers of survey and interview participants are likely to be vulnerable; this may include individuals who are unwell, elderly, disabled, living in very low-income households, or who are vulnerable for other reasons. Understanding the experiences of vulnerable populations is key to the evaluation and, especially for EBSS AF, the numbers of eligible households with vulnerable members is likely to be extensive.

Bidders are therefore required to outline the steps that will be taken to ensure the safety and well-being of all participants and interviewers, as well as approaches to address any further ethical issues they identify as relevant to this project. Examples here might include how vulnerable groups will be assisted to contribute to the evaluation evidence.

We expect suppliers to adhere to the following GSR Principles:

1. Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings
2. Participation based on valid consent
3. Enabling participation
4. Avoidance of personal harm
5. Non-disclosure of identity and personal information.