

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	prj 2457
THE BUYER:	The Department for Energy Security & Net Zero (DESNEZ)
BUYER ADDRESS	3-8 Whitehall Place, London, SW1A 2EG
THE SUPPLIER:	Jacobs UK Ltd
SUPPLIER ADDRESS:	Cottons Centre, Cottons Lane, London, United Kingdom, SE1 2QG
REGISTRATION NUMBER:	02594504
DUNS NUMBER:	767117609
SID4GOV ID:	n/a

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 02/11/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of Emissions Trading Scheme Consultancy Support.

CALL-OFF LOT(S):

Lot 9

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) – Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

- 1 The contract will operate on a time and materials basis. The supplier will invoice the buyer each month based on days worked in accordance with the rate card submitted as part of the bid. Estimated annual fees are in the region of £82,500, which will be used to calculate the limitation of liability in accordance with Clause 11.2

Call-off start date: 02/11/2023

Call-off expiry date: 30/04/2024

Call-off initial period: 6 months

Call-off deliverables:

See Call-Off Schedule 20

Security

Short form security requirements apply

Maximum liability

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£82,500

Call-off charges

Up to a maximum value of **£82,500**

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

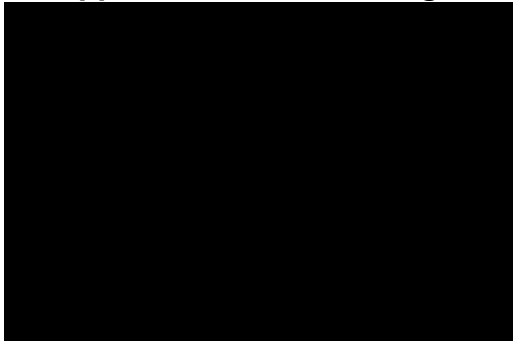
See Schedule 16

Supplier's authorised representative

[REDACTED]



Supplier's contract manager



Progress report frequency

Monthly for WP2 & WP3 as per ITT

Progress meeting frequency

As per ITT

Key staff

As listed in supplier bid

Key subcontractor(s)

Not applicable

Commercially sensitive information

As agreed in Joint Schedule 4

Service credits

n/a

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

available online at <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in the Call-Off Tender.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

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 Central Government 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;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

" Achieve "	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 " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" Additional Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	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: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" Affected Party "	the Party seeking to claim relief in respect of a Force Majeure Event;
" Affiliates "	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;
" Annex "	extra information which supports a Schedule;
" Approval "	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
" Audit "	the Relevant Authority's right to: verify the accuracy of the Charges and any other amounts

	<p>payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</p> <ul style="list-style-type: none"> • verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; • verify the Open Book Data; • verify the Supplier's and each Subcontractor's compliance with the applicable Law; • 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; • 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; • 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; • review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; • 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; • 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; • verify the accuracy and completeness of any: <ul style="list-style-type: none"> (i) Management Information delivered or required by the Framework Contract; or (ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
"Auditor"	<p>the Buyer's internal and external auditors;</p> <p>a) the Buyer's statutory or regulatory auditors;</p> <p>b) the Comptroller and Auditor General, their staff and/or any</p>

	<p>appointed representatives of the National Audit Office;</p> <p>c) HM Treasury or the Cabinet Office;</p> <p>d) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>e) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	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;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	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;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	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);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;

"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	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;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following subcategories 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: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	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;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which

Information"	the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	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 "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	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;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff;

	<ul style="list-style-type: none"> ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>f) 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>g) 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; and</p> <p>h) 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> <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; l) taxation; m) fines and penalties; n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

"Data Protection Legislation"	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;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	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;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	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;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	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 Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising 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;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<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>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>a) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>b) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	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;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	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;
"End Date"	the earlier of: the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or a) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	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;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	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 Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: eligible to use the Framework Contract; and a) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC);

	<p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	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);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Financial Reports"	<p>a report by the Supplier to the Buyer that:</p> <p>(a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>(b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
"Financial"	a reasonably skilled and experienced member of the Supplier

Representative"	Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	<p>(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>(b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p>
"FOIA"	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;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from 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 and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> ● riots, civil commotion, war or armed conflict; ● acts of terrorism; ● acts of a Central Government Body, local government or regulatory bodies; ● fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure"	a written notice served by the Affected Party on the other Party

"Notice"	stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> the legislation in Part 5 of the Finance Act 2013 and; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	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;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as

	specified in the Order Form ;
"Good Industry Practice"	standards, practises, 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;
"Government"	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;
"Government Data"	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: <ul style="list-style-type: none"> ■ 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;
"Guarantor"	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;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; a) details of the cost of implementing the proposed Variation; b) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of

	<p>either Party;</p> <p>c) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>d) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	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 "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	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;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other</p>

	<p>companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>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 business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>a) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are</p>

	<p>capable of being registered in any country or jurisdiction; and</p> <p>b) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	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;
"IR35"	<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>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	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>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>a) 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>b) 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 Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>

"Know-How"	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;
"Law"	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, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: contains any material errors or material omissions or a missing mandatory field; or a) is submitted using an incorrect MI reporting Template; or b) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>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>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;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>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> <ul style="list-style-type: none"> 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>a) 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>

<p>"Open Book Data"</p>	<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 Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> 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; a) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> ■ the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ■ staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; ■ a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and ■ Reimbursable Expenses, if allowed under the Order Form; b) Overheads; c) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; d) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; e) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; f) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and g) the actual Costs profile for each Service Period;
<p>"Order"</p>	<p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>
<p>"Order Form"</p>	<p>a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;</p>

"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	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";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	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;
"Prescribed Person"	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: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"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;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;

“Progress Report”	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
“Prohibited Acts”	<p>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"> ■ induce that person to perform improperly a relevant function or activity; or ■ reward that person for improper performance of a relevant function or activity; <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"> ■ under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ■ under legislation or common law concerning fraudulent acts; or ■ defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) 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;</p>
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymisation 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 Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
“Recall”	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;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which

	<p>shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) 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);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>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:</p> <ul style="list-style-type: none"> 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 agreed in advance in writing; and 7. 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;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>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);</p> <p>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</p> <p>information derived from any of the above;</p>
"Relevant"	all applicable Law relating to bribery, corruption and fraud,

"Requirements"	including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	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 Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	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);
"Replacement Supplier"	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;
"Request For Information"	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;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off 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;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14

	(Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	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;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: the Deliverables are (or are to be) provided; or a) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; b) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	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;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	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;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: 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

	<p>ordinarily be expected to comply with;</p> <ul style="list-style-type: none"> a) standards detailed in the specification in Schedule 1 (Specification); b) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; c) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> provides the Deliverables (or any part of them); a) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or b) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>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> <ul style="list-style-type: none"> a) any other information clearly designated as being

	<p>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>b) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off 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;
"Supplier Equipment"	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 Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>Achieve a Milestone by its Milestone Date;</p> <p>a) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>b) comply with an obligation under a Contract;</p>
"Supplier Profit"	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 a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	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;
"Supplier Staff"	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;
"Supporting Documentation"	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 Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	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;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: for the Testing of the Deliverables; and a) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	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;
"Transparency Reports"	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 Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	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) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of

	the Deliverables;
"Working Day"	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;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	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.

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:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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]**

8. Words and expressions in this Variation shall have the meanings given to them in the Contract.
9. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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)

The insurance you need to have

- i. 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 a Call-Off 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:
 - i.the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - ii.the Call-Off Contract Effective Date in respect of the Additional Insurances.
- ii. The Insurances shall be:
 - i.maintained in accordance with Good Industry Practice;
 - ii.(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;
 - iii.taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - iv.maintained for at least six (6) years after the End Date.
- iii. 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.

10.How to manage the insurance

- i. Without limiting the other provisions of this Contract, the Supplier shall:
 - i.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;
 - ii.promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - iii.Hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the

Insurances to which it is a party.

11. What happens if you aren't insured

- i. 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.
- ii. 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.

12. Evidence of insurance you must provide

- i. 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.

13. Making sure you are insured to the required amount

- i. 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.

14. Cancelled Insurance

- i. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- ii. 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.

15. Insurance claims

- i. 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 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 cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information

and documentation in a timely manner.

- ii. 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.
- iii. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- iv. 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.

ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

professional indemnity 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);

public 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); and

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)

What is Commercially Sensitive Information?

- v. 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.
- vi. 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).
- vii. 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:

No.	Date	Item(s)	Duration of Confidentiality
1		The rates given in the supplier commercial bid	Contract duration and then 2 years after expiry of contract

Joint Schedule 5 (Corporate Social Responsibility)

What we expect from our Suppliers

- viii. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- ix. 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.
- x. 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 the Supplier from time to time.

16. Equality and Accessibility

- i. 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:
 - i. eliminate discrimination, harassment or victimisation of any kind; and
 - ii. 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.

17. 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.

- i. The Supplier:
 - i. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - ii. 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;
 - iii. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - iv. 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 offenses anywhere around the world.
- v. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
 - vi. 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;
 - vii. 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;
 - viii. 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;
 - ix. 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;
 - x. shall not use or allow child or slave labour to be used by its Subcontractors;
 - xi. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

18. Income Security

- i. The Supplier shall:
 - i. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
 - ii. ensure that all Supplier Staff 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;
 - iii. not make deductions from wages:
 - 1. as a disciplinary measure
 - 2. except where permitted by law; or
 - 3. without expressed permission of the worker concerned;
 - iv. record all disciplinary measures taken against Supplier Staff; and

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

19. Working Hours

- i. The Supplier shall:
 - i. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - ii. 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;
 - iii. ensure that use of overtime used responsibly, taking into account:
 - the extent;
 - frequency; and
 - 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.

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-the-government-buying-standards-gbs>

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: 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:	Steps	Timescale	
	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	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
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

- ii. 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

- iii. 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:
- i. “Controller” in respect of the other Party who is “Processor”;
 - ii. “Processor” in respect of the other Party who is “Controller”;
 - iii. “Joint Controller” with the other Party;
 - iv. “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

- iv. 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.
- v. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- vi. 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:
 - i. a systematic description of the envisaged Processing and the purpose of the Processing;
 - ii. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- iii. an assessment of the risks to the rights and freedoms of Data Subjects; and
- iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- vii. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - i. 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;
 - ii. 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:
 - 1. nature of the data to be protected;
 - 2. harm that might result from a Personal Data Breach;
 - 3. state of technological development; and
 - 4. cost of implementing any measures;
 - iii. ensure that :
 - 1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - 2. 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*) of the Core Terms;
 - 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;
 - iv. 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:
 - 1. 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;
 - 2. the Data Subject has enforceable rights and effective legal remedies;
 - 3. 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
 - 4. 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
- v. 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.
- viii. Subject to paragraph 8 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:
 - i. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - ii. receives a request to rectify, block or erase any Personal Data;
 - iii. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - v. 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
 - vi. becomes aware of a Personal Data Breach.
- ix. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- x. 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 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - i. the Controller with full details and copies of the complaint, communication or request;

- ii. 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;
- iii. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- iv. assistance as requested by the Controller following any Personal Data Breach; and/or
- v. 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.
- x. 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:
 - i. the Controller determines that the Processing is not occasional;
 - ii. 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
 - iii. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- xii. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- xiii. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- xiv. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - i. notify the Controller in writing of the intended Subprocessor and Processing;
 - ii. obtain the written consent of the Controller;
 - iii. 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
 - iv. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- xv. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- xvi. 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 applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

- xvii. 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

- xviii. 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

- xix. 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.
- xx. 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.
- xxi. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 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.
- xxii. 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.
- xxiii. The Parties shall only provide Personal Data to each other:
- i. to the extent necessary to perform their respective obligations under the Contract;
 - ii. 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
 - iii. where it has recorded it in Annex 1 (*Processing Personal Data*).
- xxiv. 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 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.

- xxv. 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.
- xxvi. 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”**):
 - i. 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
 - ii. 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:
 - 1. 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
 - 2. 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.
- xxvii. 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:
 - i. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - ii. implement any measures necessary to restore the security of any compromised Personal Data;
 - iii. 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
 - iv. 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.
- xxviii. 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).

- xxix. 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)*.
- xxx. 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 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- (a) The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- (b) The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- (c) The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- (d) Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>n/a</i></p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <p>d) <i>n/a</i></p> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>n/a</i></p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>

	<p><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></p> <ul style="list-style-type: none"> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	<i>Until contract expiry</i>
Nature and purposes of the Processing	<i>employment processing, statutory obligation, recruitment assessment</i>
Type of Personal Data	<i>name, address, date of birth</i>
Categories of Data Subject	<i>Staff</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Until contract expiry</i>

Call-Off Schedule 4 (Call Off Tender)

ETS Support and Advisory Services – Jacobs U.K. Limited

Technical Section Question 1 – Technical Expertise

Question 1a. ETS experience focussing on ALC reports and the verification reports.

Please provide your expertise in Emissions Trading Scheme and activity level change reports and the verification reports. That can be in support of previous clients that are required to undertake this work as per their respective permit. Please provide an example which demonstrates your capability and evidence of successful projects.

Jacobs are uniquely placed to (1) bring extensive Activity level Report (ALR) (also referred to as Activity Level Change Reports (ALCR) and Annual Activity Level Reports (AALR)) review experience, including experience from outside the UK Continental Shelf, to lead the independent review of the OPRED ALC methodology and (2) mobilise rapidly to assist with up to 54 ALR reviews.

Jacobs has a team of fourteen UK Emissions Trading Scheme industrial experts at the forefront of the rapidly evolving UK regulation and policy in this area: we have carefully selected our two ETS consultants with the most experience of leading complex ALR reviews, Dave Notton and Phil Hay, who will be supported by two consultants also practiced in reviewing ALR from a number of sectors, Andrew Cattermole and Darren Grafius.

The team has been supporting the Environment Agency (EA) and Natural Resources Wales on a large range of ETS activities including ALRs, National Implementation Measures (NIMs), Monitoring Methodology Plans (MMPs) and Improvement reports. Some of our team members, including Phil, also have experience of supporting private sector operators with day-to-day ETS management and reporting. This provides a unique perspective and understanding of ETS. We have simple but effective systems in place to deal with actual or potential conflict of interest (Col) issues, which work well on the EA and NRW contracts.

Experience working with Environment Agency: Eleven of our UK ETS experts work closely with the EA, providing Business as Usual (BAU) support alongside EA ETS installations and aviation teams. Additional carbon consultants work in other parts of the Climate Change Trading and Regulatory Service team in areas such as UK ETS registry, Clean Development Mechanism, Climate Change Agreements and F gases. Support provided includes a variety of regulatory tasks, where our consultants are acting as a Senior Technical Officers for the EA, interacting directly with operators on compliance. Our work with the EA includes reviewing ALRs, permit variations, notifications, transfers, surrenders, revocations and Hospital and Small Emitter (HSE) target increases, opt-out audits and improvement reports. Our team have undertaken the majority of the ALR reviews within the EA for the last two years. Team members typically work two days a week supporting the EA and have availability to use their transferable skills with DESNZ OPRED.

Experience working with Natural Resources Wales: Since 2020, our team of consultants have been providing support to the NRW through a range of contracts. Ahead of the current phase Jacobs staff, on behalf of NRW, undertook reviews of the MMPs of all sites eligible for free allocation, this makes sure that the MMPs are forward facing and compliant with the Free Allocation Regulations. The Jacobs team worked with the operators to develop their MMPs. Our staff have taken this knowledge into the review of ALRs during 2021 and 2022; where our team undertook all of the ALR reviews on behalf of NRW.

We discussed and agreed an appropriate approach to these reviews with NRW ahead of their commencement. Our team were able to bring our knowledge from the processes employed by the Environment Agency and our team's experience of undertaking the reviews. We dealt directly with the operators to resolve queries and resolve any changes. Additionally we have used our knowledge to assist NRW with their business-as-usual activities, undertaking permit variations, responding to a range of notifications and reviewing improvement reports. This work has included the review of ALRs and improvement reports (verifier and annual) in the petrochemical sector including large refineries in England and Wales. Sites with refinery product and steam cracker product sub-installations as well as those that operate within fall back sub-installations, such as Liquefied Natural Gas, some onshore petroleum processing and chemical manufacturers, as well as gas compressor stations.

Our proposed team brings our experience and best practice from our work with the EA and NRW to support effective and efficient delivery. On both of these projects we train both EA and NRW staff on UK ETS regulation. Our consultants, Dave and Phil, ran a workshop for the EA to

Jacobs

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Technical Section Question 2 - Contract management / implementation

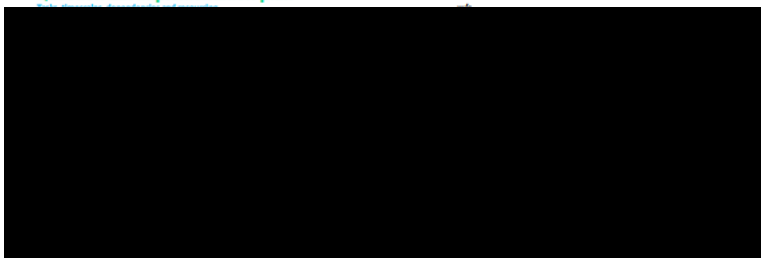
Question 2a. Ensuring the scope of work is completed within the set timescales

Our project management processes are focussed on enabling our team to meet your objectives on programme timescales, quality, risk and cost. They include a Client Expectation Survey to baseline your expectations, the development and maintenance of a Project Risk Register to mitigate against threats to delivery; monthly performance meetings, with weekly check-ins to manage performance and risk. Our Project Manager, Claire Chaffer, who bring 20 years of climate change compliance, policy and project management experience will lead on these, and act as a principal point of contact related to project performance.

The tight timescales and varying complexity of ALC reviews requires a focussed core team. We propose 4 UK ETS experts with relevant experience to efficiently apply and assess the current OPRED ALC review methodology and provide technical assistance to review data and supporting information for the 2023 ALC. Extensive ALC experience and knowledge of DESNZ preferred ways working will be key in rapidly progressing reviews. Our team are equipped to work virtually with extensive experience of SharePoint and MS Teams. To ensure clear and collaborative communication we propose:

- Conduct a client expectations survey at project kick off, a standard Jacobs delivery process;
- Week 1 kick off meeting and then a rapid start to reviews. Week 2 feedback meeting;
- Monthly progress meetings to review progress, next steps and feedback from OPRED, during delivery of WP2 and WP3. Plus weekly updates on when reviews are completed; and,
- Close interaction with OPRED, flagging issues, liaising on technical queries, info requests.
- Monthly progress report covering progress, forward look, risks, operator responses & cost.

Question 2b. Implementation plan



Question 2c. Contract manager and lead technical UK ETS ALC specialists

Claire Chaffer: Project Manager. Claire has 20 years' experience of project managing complex climate change contracts. Claire has successfully managed three UK ETS contracts with Natural Resources Wales covering ALC Reviews, Permit Variations and MMPs. Currently, Claire is project managing the EA's CCTRS Framework, with a team of 21 UK ETS consultants seconded.

Phil Hay: UK ETS Associate Director. Phil has worked on ETS for 7 years, and environmental permitting for 20 years. Phil has done extensive ALC reviews for NRW and the EA, as a peer reviewer and lead ALR reviewer. Phil has assisted clients in a range of industrial sectors including pharmaceuticals, oil and gas, power, aviation, water industry, incineration and cement.

Dave Notton: UK ETS Principal Consultant. Dave was a technical lead for ALC reviews for NRW and the EA, providing peer review, strategic guidance and effective completion of complex ALC reviews. Dave was a key technical lead and peer reviewer for the EA on NIMs and MMP reviews and the NRW MMP reviews. He led EA training workshops on measurable heat to regulators.

Andrew Cattermole: UK ETS Senior Consultant. Andrew is highly experienced in ALC reviews. He has worked on two contracts for NRW reviewing a wide range of ALC submissions and liaising with the operators to meet tight deadlines, whilst also doing ALC peer review reviews. He has ETS experience in food production installations, oil and gas, paper, automotive and CHP.

Darren Grafius: UK ETS Senior Consultant. Darren is a UK ETS specialist for the EA working on ALC reviews and the associated changes to their installations' free allocations. He performs and peer review applications for UK ETS permit variations and notifications from operators. He worked on the EA migration from the ETSWAP system to the newer METS system.

Technical Section Question 3 - Social Value

Social Value is the golden thread that runs through everything Jacobs deliver, whether internally or externally on behalf of our clients. Within this response we will provide a method statement designed on a foundation of best practice gained across our award-winning programmes, such as Thames Tideway (winner of Responsible Business Champions 2020 and NCE Tunnelling Awards Community Engagement Award 2017), and Transpennine Route Upgrade (Highly Commended in Women in Rail Social Inclusion awards 2021).

Skills & Employment: We are committed to offering a range of employment opportunities in Jacobs and to creating a culture where everyone can succeed, thrive, and have a genuine sense of workplace belonging – regardless of level. Through our collective efforts we have already made notable progress and we remain focused on 'Living Inclusion Everyday' to achieve sustainable change. Our commitment to actively engage new entrants to the industry, targeting those currently underrepresented, include:

- Work experience placements - An inclusive virtual and physical (Industrial Cadet accredited) work experience offer to reach a more diverse population, specifically those faced with significant economic deprivation, delivered with local partners.
- Train a minimum of 50% staff to be STEM Ambassadors - Working with STEM Learning UK, we will train a minimum of 50% of our local core team as STEM Ambassadors, allowing them to support STEM initiatives and STEM cold spots – particularly targeting hard to reach and lower socio-economic groups.

This contract provides an opportunity for us to improve training, and incorporate additional team members into both Jacobs and OPRED through the sharing of experience, skills and procedures. At times this involve reaching back to staff outside the core team.

Commitment: 4 hrs/FTE to provide STEM engagement with a local school

Evidence: Chapter One is a reading volunteering programme, providing children with the literacy skills needed to thrive. 36% of children from underprivileged backgrounds and under 11 years of age, are leaving primary school at below the expected reading level. Most children improved by at least 2 two reading levels as a result of Chapter 1. In 2023 Jacobs delivered online reading support to 111 children under the age of 11.

Eliminating discrimination: We are committed to addressing the significant diversity imbalances in our industry and ensuring our employees are compensated fairly and equitably whilst ensuring that promotion, pay and reward are transparent. We commit to making appropriate adjustments to address any inequality of work practices through.

- Paying all our direct employees the Real Living Wage.
- Continue to publish our gender and ethnicity pay gap reports and action plans to ensure full transparency in our data to measure, inform, evolve and advance equality and pay parity ensuring we are held accountable in closing the gap where there is disparity.
- Ensure all Line Managers undertake 'Pay Equity' as well as 'Unconscious Bias' training and have access to 'Pay Equity' guidance and tools to assist their compensation decisions and merit review setting.
- Our Employee Network Groups are a valuable additional support system that includes mentoring and professional development, for example for our junior and mid-level staff. Our networks cover Disability, Veterans, Neurodiversity, Women, LGBTQ+, Black Talent etc.

Commitment: Inclusion and Diversity training to be provided to all staff within this contract.

Reporting, monitoring and transparency.

We will only claim the value of activities that we are responsible for and will include any SV activities within our monthly updates on progress against the contract and produce case studies for stakeholders.

Call-Off Schedule 5 (Pricing Details)

ETS Support and Advisory Services – Jacobs U.K. Limited

Commercials



Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

UK ETS Technical Consultancy Support to OPRED – an independent review of Annual Activity Level Report (AALR) for determining 2023 Activity Level Change (ALC), leading to independent specialist advice to identify improvements in the review process for the Offshore Oil & Gas sector

Tender reference number - Prj_2457

SPECIFICATION – SUMMARY

OPRED is a distinct directorate within the Department for Energy Security and Net Zero (DESNZ) and is responsible for regulating environmental and decommissioning activity for offshore oil and gas operations on the UK continental shelf (UKCS).

This specification describes the requirements for a scope of work to be delivered over the second half of the 2023 – 2024 financial year. The scope covers independent specialist technical advisory and review services relating to the Activity Level Change (ALC) process within the UK ETS, specifically for the UK Continental shelf (UKCS) offshore oil and gas sector. The objective is to help streamline current OPRED ALC review methodology in conjunction with providing technical assistance to review the input data and supporting information for the 2023 ALC; for up to 54 of the 68 UKCS installations eligible for free allocation (FA).

Phase 1 of the UK ETS (2021 to 2030) is split across two five-year free allocation periods: allocation period 2021 – 2025 and allocation period 2026 – 2030. The UK ETS is currently half-way through the first allocation period; with industry, regulators, and other stakeholders learning and adjusting from their initial experiences of the rules of the scheme. OPRED undertook its review and determination of the 2021 ALC FA and the 2022 ALC FA using purely in-house staff, experienced in the UKCS up-stream oil and gas sector, but with little exposure to FA review methodology used in other sectors.

OPRED now wishes to contract the services of an independent specialist contractor with a wide sectoral exposure to EU ETS and UK ETS, and with specific experience of undertaking the ALC review process outside the UKCS. The contractor is required to provide technical services to; execute and critique OPRED's existing methodology as part of the 2023 ALC process, identify areas for improvement, and where agreed with OPRED, implement those improvements that can be made integral to the 2023 review process, recommend further improvements for streamlining the review process for the remainder of the 2021-2025 allocation period, and set the scene for the 2026 – 2030 allocation period. OPRED considers it highly beneficial for this independent review to take place now, before the next 5-year baseline data set (2019 – 2023) requires to be compiled from 2024 onwards, for use in determining the reference historic activity level (HAL) for the next allocation period (2026-2030).

The work is to be undertaken via four time-phased work packages, in relation to 54 FA installations. Work-package #1 (WP1) will comprise an initial stage wherein the contractor is required to review and critique the existing OPRED methodology in conjunction with executing a technical review of the 2023 ALC for a small sub-set of the target 54 installations. The sub-set will be selected by OPRED as representative of the breadth and depth of sub-installations. WP1 output will be interim recommendations and a review file for each installation.

Work-package #2 and Work-package #3 will comprise of further sub-sets of the target 54 x installations, for which agreed improvements in the review process will be applied by the contractor as part of executing the technical review. WP2 and WP3 output will be weekly updates as review files for each installation are completed, with monthly status reporting.

Together WP1, WP2, and WP3 will total the 54 of 68 installations (80%). The balance of 14 of 68 installations (20%) will be worked on uniquely by OPRED staff, in parallel with this contract. For these 14 installations, OPRED shall use existing OPRED procedures and incorporate where appropriate the interim recommendations from the WP1 outputs, as well as any key lessons learned that emerge from the contractor's monthly project reports, as the contractor progresses through the review and delivery of WP2 and WP3 review files.

Work-package #4 will be a report with final recommendations by the contractor, focused on the improvements identified during WP1, WP2 and WP3. The final deliverable will be a 3-hour project close-out meeting with OPRED technical staff.

The full work scopes for WP1, WP2, WP3, and the WP4 report are to be completed no later than Friday 8th March 2024, with the final 3-hour workshop and close out meeting before 22nd March 2024.

Management of the contract will be undertaken from the OPRED Aberdeen head office. The use of MS Teams will be the primary means of holding meetings with OPRED. There is no intention to hold face-to-face meetings for the duration of this short contract. However, OPRED envisages the need for close interaction between OPRED and the contractor undertaking the work throughout the process, to ensure that emerging issues are dealt with promptly as well as managing any queries. All contact with operators will be by OPRED staff, there is no requirement for the contractor to interact with operators. Safe and secure remote IT access to project folders on SharePoint will be provided to key personnel.

SPECIFICATION

1) INTRODUCTION

This Specification describes the requirements for the scope of work to be delivered to the DESNZ directorate OPRED whom regulates the offshore oil and gas industry.

a) DESNZ

The Department for Energy Security & Net Zero (DESNZ) responsibilities for 2023 are as follows:

- Delivering security of energy supply.
- Ensuring properly functioning energy markets.
- Encouraging greater energy efficiency.
- Seizing the opportunities of net zero to lead the world in new green industries.

To find out more about DESNZ please visit the government department website:

<https://www.gov.uk/government/organisations/department-for-energy-security-and-net-zero/about>

b) Customer - OPRED

The Offshore Petroleum Regulator for Environment and Decommissioning (OPRED) is a distinct directorate within DESNZ. OPRED is responsible for regulating environmental and decommissioning activity for offshore oil and gas operations, including carbon capture and storage on the UK continental shelf (UKCS). To find out more about OPRED in general, visit the OPRED website:

<https://www.gov.uk/government/organisations/offshore-petroleum-regulator-for-environment-and-decommissioning>

OPRED regulates around 20 different areas of environmental legislation relevant to the UKCS oil and gas sector. These include regulations relating to atmospheric emissions, that are managed within the Environmental Management Team (EMT). The EMT sits within the OPRED Offshore Environment Unit (OEU) alongside the Offshore Environmental Inspectorate (OEI) team. For areas of legislation regulated by OPRED see:

<https://www.gov.uk/guidance/oil-and-gas-offshore-environmental-legislation>

One of the areas of atmospheric legislation is the Greenhouse Gas Emissions Trading Regulations, and the associated regulatory requirements under the UK Emissions Trading Scheme (UK ETS).

c) Regulatory Context - The UK ETS

The UK Emissions Trading Scheme (UK ETS) is one of the key mechanisms for incentivising reductions in greenhouse gas emissions from large industrial emitters, via a 'cap and trade' approach, by placing a financial price on carbon emissions from the regulated activities of industrial installations that fall

under the scheme.

The UK ETS is regulated under the UK Greenhouse Gas Emissions Trading Scheme Order 2020.

<https://www.legislation.gov.uk/ukdsi/2020/9780348209761/contents>

The UK has been a pioneer of emissions trading since 2002, when we established Europe's first Emissions Trading Scheme as a pilot for the European Union Emissions Trading System (EU ETS). Subsequently the UK was a participating member of the EU ETS through the initial three phases; Phase I pilot (2005-2007), Phase II (2008-2012), and Phase III (2013-2020). The UK also had significant input into design of Phase IV of the EU-ETS (2021-2030); this has been the underlying model for Phase I (2021-2030) of the UK ETS, which formed in response to the UK's exit from the EU.

On 1 January 2021 the Authority (UK Government, Scottish Government, Welsh Government and the Department of Agriculture, Environment and Rural Affairs for Northern Ireland, (DAERA)) launched the UK Emissions Trading Scheme (ETS) to replace the UK's participation in the EU ETS Phase IV.

The UK ETS works on the 'cap and trade' principle, where a cap is set on the total amount of certain greenhouse gases that can be emitted by sectors covered by the scheme. This limits the total amount of carbon (or its equivalent) that can be emitted and, as the cap decreases over time, provides a signal to decarbonise at the pace and scale required to keep emissions at or below the cap. This therefore makes a significant contribution to how we meet the net zero 2050 target and other carbon reduction commitments.

d) Regulatory Context - The UK ETS Free Allocation and Activity Level Change process

Participants in the UK ETS are required to surrender allowances equivalent to their annual emissions under the scheme. These can be bought in regular auctions or by trading on the secondary market; some participants at risk of carbon leakage receive some allowances for free. The cap and therefore the number of allowances is reduced over time, so that total emissions in the sectors covered must fall. The UK-ETS scheme was designed to increase ambition from the outset – from day one the cap has been reduced by 5% compared to the UK's notional share of the EU ETS Phase IV cap. The effective management of free allowances under the cap is a key part of the design.

Phase 1 of the UK ETS (2021 to 2030) is split across two five-year allocation periods; allocation period 2021 – 2025 and allocation period 2026 – 2030. The scheme is currently (2023) half-way through the first allocation period; with industry, regulators, and other stakeholders starting to learn from their experiences of the rules of the system.

The UK government public notice of the list of installations receiving free allocation for the 2021 to 2025 allocation period can be found here:

<https://www.gov.uk/government/publications/uk-ets-allocation-table-for-operators-of-installations>

The offshore oil and gas installations under the regulatory remit of OPRED are those with permit ID prefix 'DTI', with the permit ID format 'DTIXXX'. This list is updated periodically after the authority approves any changes to an installation's free allowances.

Under the Greenhouse Gas Emissions Trading Order 2020 (the Order), the regulated activity under the UK-ETS for these installations is the "Combustion of fuels on a site where combustion units with a total rated thermal input exceeding 20 megawatts are operated". The regulated greenhouse gas is Carbon Dioxide (CO₂).

Under the Order and in line with the Free Allocation Regulations (FAR), the number of Free Allocations for each of the years 2021-2025 is determined based on an assessment of the verified Annual Activity Level Report (AALR) for each calendar year submitted by the installation operator (ETS permit holder) under a process used to determine the Activity Level Change (ALC).

Under the Order, the Greenhouse gas emissions permit for an installation contains conditions that apply where the installation is defined as a 'free allocation' installation. These conditions include the following two conditions that are central to providing verified AALR to the environmental regulator for the purpose of allowing the regulator to determine the appropriate ALC for each year:

1. The operator must monitor the activity level of the installation in accordance with the Free Allocation Regulation (FAR) and the Monitoring Methodology Plan (MMP) including the written procedures referred to in Article 8(3) of the FAR.
2. The operator must prepare in accordance with the Activity Level Changes Regulation a report of its activity level of each sub-installation of the installation that is verified as satisfactory in accordance with the Verification Regulation. In relation to activity levels must submit the report (and the verification report) to the regulator on or before 31 March in the following year.

The activity level data referred to in these conditions is submitted as an '**Annual Activity Level Report**' (AALR), and the accompanying verification report as a '**Verifier Opinion Statement**' (VOS). These are both Excel spreadsheet format files.

Therefore, for any ETS installation which is identified within its ETS permit as a free allocation (FA) installation, the following applies:

The AALR submitted by June 2021 containing the activity data for the calendar years 2019 and 2020 is the **2021 AALR**, and together with the **2021 VOS** is used by OPRED to determine **the 2021 ALC** for each eligible sub-installation and for the installation as a whole, and to determine the associated final free allocation for the 2021 calendar year, the first year of the 2021-2025 allocation period.

The AALR submitted by 31st March 2022 containing the activity data for the calendar years 2020 and 2021 is the **2022 AALR**, and together with the **2022 VOS** is used by OPRED to determine **the 2022 ALC** and the associated final free allocation for the 2022 calendar year.

The AALR submitted by 31st March 2023 containing the activity data for the calendar years 2021 and 2022 is the **2023 AALR**, and together with the **2023 VOS** is used by OPRED to determine **the 2023 ALC** and the associated final free allocation for the 2023 calendar year.

From year two of the 2021-2025 allocation period, the regulatory review cycle for a particular calendar year's AALR review and ALC FA determination runs from 1st April of one year to 31st March of the following year.

Under the UK ETS FA rules, the activity data for the years 2019 – 2023 is to be used as the baseline for setting the historic activity level (HAL) for the second allocation period (2026-2030).

e) **Support for the 2023 Activity Level Change (ALC) review cycle**

The current review cycle for the **2023 ALC** process runs from 1st April 2023 to 31st March 2024. The contract completion date is scheduled to fall before the end of this review cycle.

Phase 1 of the UK ETS (2021 to 2030) is split across two five-year free allocation periods: allocation period 2021 – 2025 and allocation period 2026 – 2030. The UK ETS is currently half-way through the first allocation period; with industry, regulators, and other stakeholders learning and adjusting from their initial experiences of the rules of the scheme. OPRED undertook its review and determination of the 2021 ALC FA and the 2022 ALC FA using purely in-house staff, experienced in the UKCS upstream oil and gas sector, but with little exposure to FA review methodology used in other sectors.

OPRED now wishes to contract the services of an independent specialist contractor with a wide sectoral exposure to EU ETS and UK ETS, and with specific experience of undertaking the ALC review

process outside the UKCS. The contractor is required to provide technical services to; execute and critique OPRED's existing methodology as part of the 2023 ALC process, identify areas for improvement, implement those improvements that can be made integral to the 2023 review process, recommend further improvements for streamlining the review process for the remainder of the 2021-2025 allocation period, and set the scene for the 2026 – 2030 allocation period. OPRED management team considers it highly beneficial for this independent review to take place now, before the next 5-year baseline data set (2019 – 2023) requires to be compiled from 2024 onwards, for use in determining the reference historic activity level (HAL) for the next allocation period (2026-2030).

The experience gained by OPRED staff over the first 2 years of the 2021-2025 allocation period has allowed a structured internal technical review process and associated QA process to be established, which is being used by OPRED as the basis for commencing the 2023 review cycle. This internal process involves a number of activities which can be classified as:

Administrative tasks.

Technical Review tasks including some data analytical elements.

Specialist peer-review, Appraisal, and Decision-making tasks.

OPRED's experience gained from the 2021 and 2022 ALC cycles has led OPRED to identify potential efficiency and efficacy benefits from contracting an independent review of the in-house methodology using experienced external consultancy support, specifically for the 'Technical Review tasks' within this process, for the 2023 review cycle. As well as an opportunity to further identify improvements in the technical review process by the external consultancy support.

The scope of contracted services under this tender is in two parts:

To support OPRED in this 2023 review cycle in the core area of the technical review of AALR, VOS and supporting permit documentation; and

Identifying and recommending areas for further improvement that forms part of the current technical review, to aid continuous improvement in the 2021 – 2030 period.

Where the continuous improvement of technical review is the key input to the subsequent ALC decisions taken by OPRED prior to UK ETS Authority approval in 2023 and for future years.

THE REQUIREMENT

a) Work scope

The key requirement within the scope of this contract is for the contracted service to **provide skilled and experienced technical resource to support the AALR and ALC 'Technical Review tasks'** within the OPRED review procedure, for the 2023 ALC review cycle, by taking responsibility for the technical review phase of a sub-set of OPRED-regulated UK ETS installations.

There is a secondary requirement for the contractor to utilise its range of experience in this field to identify and recommend areas where OPRED can improve its review procedures going forward in the 2021 – 2025 allocation period.

The overall objective of this work scope is to **support OPRED in the technical review of 2023 AALR and 2023 VOS files for a specified list of UKCS ETS installations, using the supporting information for these installations contained in their ETS permits.** Relevant files and supporting information to be reviewed shall be provided by OPRED prior to the technical reviews being undertaken under the contract.

The information will be shared via secure SharePoint links and therefore the contractor must be comfortable with use of SharePoint where all the work will be undertaken. The work undertaken by the contractor on these work-packages will comprise the technical groundwork of appraising activity level data to directly support OPRED in determining the 2023 ALC and free allocation for each of the installations in the work-packages.

The contractor is therefore required to have a good understanding of the UK ETS regulations and specifically an excellent understanding and experienced track record of working with ETS activity data, associated energy data within fuel and heat sub installations and CO2 emissions in relation to reviewing of AALR for the purposes of determining activity level changes. This requires a detailed understanding of UK ETS on activity data and ideally previous experience gained in the review of ALC across other sectors within the ETS, in the current 2021 – 2025 allocation period. The experience will help achieve OPRED's aim from the contractor to advise on identifying improvements to our existing review process.

There are 68 installations within OPRED's regulatory remit which are eligible for Free Allocation in the 2023 ALC review cycle. Altogether these 68 installations comprise of 152 eligible sub-installations. Of these 68 installations, the extent of scope is provisionally as follows:

Of the 68 reports, 54 are intended to be technically reviewed by the external support consultancy (~80%), the remaining 14 will be outside of the contract scope.

The contractor will be responsible for carrying out all technical review tasks for these 54 installations within the 2023 ALC determination cycle.

The full scope of the 54 installations will be broken into smaller packages which will range from more simple installations to complex ones. The work will be split into 3 separate work packages (WP).

Work packages will be comprised of:

WP1 – A mixed sub-set of installations and sub-installation types of varying complexity including gas / least complex installations that are simpler in context of the hydrocarbon process and or the data within the activity reports. Some more complex cases of oil and gas installations with two to four sub-installation benchmarks.

WP2 – mainly Oil and gas installations with two sub-installation benchmarks – more complex ones with oil and gas production.

WP3 – mainly Oil and gas installations with 4 sub-installation benchmarks, the most complex cases of oil and gas production.

WP4 - a report with final recommendations by the contractor, focused on the improvements identified during WP1, WP2 and WP3. The final deliverable will be a 3-hour project close-out meeting with OPRED staff.

The contractor will also be responsible for liaising with OPRED administrative and specialist technical staff to meet staged milestones with respect to the inputs and outputs of the work packages of review files (see below 'Working Arrangements' for more details).

b) Inputs to work scope

The **primary inputs** for each ETS installation technical review shall comprise of (one file / folder per installation):

The 2023 AALR file for the installation which also comprises of all the relevant sub-installations within the same report (excel).

The 2023 VOS file for the installation (excel).

Copy of the approved UK ETS permit (PDF).

Copy of the monitoring methodology plan (MMP) (excel).

Supporting procedures as referenced from the MMP / Permit (excel / PDF / word).

Should an update be required to the data after the initial review, OPRED will determine if the update warrants further input from the contractor for that respective installation from each work package.

The **secondary inputs** for each ETS installation shall include the following files which are applicable for each installation, as reference material in the technical review:

Calculated energy data (TJ) from each installations submitted AEM (excel).

Information on any historic re-determinations undertaken on AEM report data (excel / PDF).

Any other supporting files which OPRED deems relevant to the review of the AALR.

c) The Approach - Expected Technical Review steps:

For each installation, the technical review steps required to be undertaken by the contractor of each AALR will comprise:

Reviewing the worksheet "A_Installation Data" to ensure it correctly aligns with the permit.

Reviewing the worksheet "B+C_SubInstallations" to ensure it correctly aligns with the Historic Activity Level (HAL) information for the installation and with the VOS for each sub-installation.

Review of worksheet "D_Emissions" to rigorously check that:

Emissions and activity data is correct and aligns with supporting information.

Where there is waste heat recovery that the details shown in the Cogeneration tool are correct and potentially additional sources of heat are aligned with supporting information.

Review the worksheet "E_Energy Flows" to check that:

Distributions of fuel - energy data by sub-installation aligns with the supporting information.

Details of net measurable heat are consistent with any waste heat recovery and / or direct sources of heat, and are consistent where relevant with worksheet D.

Electricity balance at the installation plausible for energy used.

Worksheet "F_ProductBM" is not relevant to review. i.e., Not applicable to UKCS installations.

Review the worksheet "G_Fallback" to ensure that this has been populated (energy, and production data) for the applicable sub-installations linked to the MMP.

Note the energy efficiency aspects of this section are not in scope of the review. These will be checked and reviewed by OPRED following consultancy review output.

Review the worksheet “J_Comments” where an operator may have added some additional information or referenced a separate document to help explain some of the data. The comments may help explain a discrepancy in the data submitted against what has been previously reported for example.

To aid the data review and process for each installation, a new tab referred to as “O_Summary” in each report will need to be added by the contractor, this will auto populate a large proportion of the emissions and energy data into one tab to allow the technical review. This will also need to refer out to the additional information listed above as provided by OPRED.

Within the O_Summary tab, any comments / issues / concerns against the data can be made in a free text box which will act as the audit trail for each installation.

Confirmation that the data has been checked must also be made clear in the free text box as well, should there be no issues found with the data.

The process allows all the relevant information to be retained in one place for that installation and acts as an audit trail of the technical review process and OPRED will peer review that as well to make a final determination.

d) Expected Outputs

The key data output from the technical review is the O_Summary data tab with any comments embedded within that tab for each of the respective installations that have been reviewed.

Once per week when one or more AALR review(s) has been completed, the contractor is to advise OPRED of such and which installations; where OPRED will peer-review and potentially submit the respective ALC decisions to the UK ETS Authority for approval. NB. Where a AALR review by the contractor has identified ‘energy efficiency’ decisions in worksheet ‘G_Fallback’ these are to be assessed by OPRED staff during peer-review as part of the final ALC decision stage.

Identifying and recommending areas for further improvement that forms part of the current technical review within WP1 and where agree with OPRED to implement some of those improvements for WP2 and 3 as well as OPRED considering incorporating for further improvement and efficiency of the process (WP4) in future years.

Monthly report table to be submitted outlining the work completed since the previous month and next steps for the forthcoming month as well as running monthly costs incurred by time and grade for staff undertaking the work.

e) Working Arrangements

The appointment offer will be confirmed as soon as possible after the tender closure . The work will need to commence the week after the award has been made.

It is proposed that the work be structured as follows:

Kick-off meeting early in week 1 after the award has been made to agree and finalise the technical review approach.

A further meeting into week 2 after starting the first technical reviews (WP1) to discuss the initial review findings, process of the first installations being completed and OPRED feedback on the work initially done by the contractor.

Monthly progress meetings to review work completed, next steps and any feedback from the contractor and OPRED, during delivery of WP2 and WP3

The full work scopes for WP1, WP2 and WP3 files are to be completed no later than Friday 8th March 2024 with a final WP4 report of the installations reviewed and areas of potential improvements. Close out meeting / 3-hour project close-out meeting with OPRED by 22 March 2024.

There will be no requirement or need for the contractor to engage with any oil and gas operator. The only point of contact will be the named OPRED staff.

We envisage the need for close interaction between OPRED and the contractor undertaking the work throughout the process, to ensure that emerging issues are dealt with promptly as well as managing any additional information being sought or there is a technical query. There may be a requirement to have a meeting with OPRED and or the contractor may request one with OPRED to discuss technical matters if needed where the timings differ to the monthly project meeting.

The use of MS Teams will be the primary means of holding meetings with OPRED. There is no intention to hold a face-to-face meeting for the duration of this short contract.

Management of the contract will be undertaken from the OPRED office based in Aberdeen at:

Offshore Petroleum Regulator for Environment and Decommissioning
Department for Energy Security and Net Zero
AB1 Building
Crimon Place
Aberdeen
AB10 1BJ

Protection of information & security arrangements:

The contractor must use the data files and data / information location provided by OPRED. Only those staff identified by the agreed contract will undertake the work, will not extract, share or use the data for any reason other than what is part of this contract. The contractor must ensure that only duly authorised personnel can access the information.

f) Conflicts of Interest:

It must be made clear in the tender if there are any conflicts of interest relating to the offshore oil and gas industry and to state what that conflict is. If there are any conflicts of interest, it must be made clear that there are provisions for mitigating the risk that this may affect the bidder's ability to provide impartial advice and input to the technical review.

g) Period of Contract:

The contract shall run to 30/04/2024 or earlier if the contractor satisfactorily delivers the requirements.

h) Price and payments:

In submitting full tenders, suppliers confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable must also be stated.

A breakdown of billable days and hours of work undertaken the previous month must be provided by the contractor promptly each month no later than the first working day of the following month respectively.

OPRED's target is to pay all approved invoices within a maximum period of 10 days.