

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES**I. Index**

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II. Cover Letter

Department for
Energy Security
& Net Zero

3-8 Whitehall Place
London SW1A 2EG

E: Internationalclimateandenergy.procurement@energysecurity.gov.uk

Attn: [REDACTED] Sent via Jaggaer Messaging Portal

Date: 29/07/2024

Our ref: prj_3731 / con_6547

Dear [REDACTED]

Following your tender for the supply of the Climate Finance Accelerator (CFA) Advisor project to the Department for Energy Security and Net Zero (DESNZ), we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between Department for Energy Security and Net Zero (DESNZ) and IAN CALLAGHAN ASSOCIATES LIMITED for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the contract. Please confirm your acceptance of this Contract by signing and returning the Order Form via the DESNZ Jaggaer portal within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract. We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

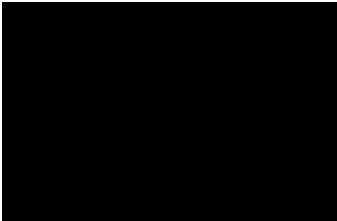
Yours sincerely,

[REDACTED]
Assistant Commercial Lead, Department of Energy Security and Net Zero.

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III. Order Form

1. Contract Reference	Con_6547	
2. Buyer	Department for Energy Security and Net Zero 3-8 Whitehall Place London SW1A 2EG Internationalclimateandenergy.procurement@beis.gov.uk In entering this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	IAN CALLAGHAN ASSOCIATES LIMITED  Company number 07162058	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" Conditions ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions. <i>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</i>	
5. Deliverables	Services	Description: as set out in Annex 2 – Specification
6. Specification	The specification of the Deliverables is as set out in Annex 2 – Specification.	
7. Start Date	01/08/2024	
8. Expiry Date	31/01/2026	
9. Extension Period	The Buyer may extend the Contract for a period of up to 18 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.	

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10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Optional Intellectual Property Rights (“IPR”) Clauses	[Not applicable]
12. Charges	<p>The Charges for the Deliverables are set out in Annex 3 - Charges:</p> <p>The initial term of the contract shall have a value of up to £100,000 (inclusive of VAT and all other taxes). This amount is not to be exceeded without prior written permission from the Buyer.</p> <p>If the contract is extended beyond the initial term using the option to extend, the contract value may be uplifted by up to an additional £100,000 (inclusive of VAT and all other taxes). The contract may also be extended using the option to extend without uplifting the contract value. This decision is at the Buyer’s discretion.</p> <p>The uplift in contract value and/or option to extend beyond the initial term will be confirmed via a written contract variation.</p>
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. Invoices are to be submitted Monthly on Actuals.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to:</p> <div data-bbox="365 1440 1099 1507"></div> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to:</p> <div data-bbox="373 1944 927 2240"></div>

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	<div></div> <div></div> <div></div> <div></div>
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier’s total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000.
15. Progress Meetings and Progress Reports	Progress meetings or reports will be agreed at the mobilisation stage of the contract.
16. Buyer Authorised Representative(s)	For general liaison your contact will continue to be <div></div>
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <div></div> <div>Email: <div></div></div>
18. Address for notices	<div><div><div>Buyer:</div><div>Department of Energy Security and Net Zero, 3-8 Whitehall Place London SW1A 2EG United Kingdom</div><div></div></div><div><div>Supplier:</div><div>Ian Callaghan Associates Limited</div><div></div><div></div></div></div>
19. Key Staff	<div><div><div>Key Staff Role:</div><div>Key Staff Name</div><div>Contact Details:</div></div><div></div></div>

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20. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables</p>
21. Special Terms	N/A
22. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) The cover letter from the Buyer to the Supplier dated 29/07/2024 (b) This Order Form (c) Terms and Conditions. (d) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges iv. Annex 4 – Expenses Policy and Eligible Cost Guidance. v. Annex 5 - DESNZ ICF Supply Partner Code of Conduct vi. Annex 6 – Supplier Tender

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: Position:	Name: Position:
Date:	Date:
Signature: Signatures are processed via the Department's e-sourcing portal and are attached to this document	Signature: Signatures are processed via the Department's e-sourcing portal and are attached to this document

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IV. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

<p>“Affiliates”</p>	<p>in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;</p>
<p>“Audit”</p>	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts; (i) 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 Buyer has used its resources;

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“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party 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 the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

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“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”	<p>(a) the UK GDPR,</p> <p>(b) the DPA 2018;</p> <p>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</p> <p>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</p>
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“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;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

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“FOIA”	the Freedom of Information Act 2000 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, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<ul style="list-style-type: none"> (a) 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 Buyer's confidential information, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; or

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	<p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“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;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 1 – Processing Personal Data;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

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“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“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 Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“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 as updated from time to time;
“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 the Contract;

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“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the

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	Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) 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 the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“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;
“Transparency Information”	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p> <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and

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	(b) Confidential Information;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“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) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) 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 and which shall be read on and after IP Completion 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.

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3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the tender in Annex 6 – Supplier Tender (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

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- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

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- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
 - 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

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6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and

6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;

6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and

6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.

7.4 The Buyer or an auditor can Audit the Supplier.

7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

7.7.1 tell the Buyer and give reasons;

7.7.2 propose corrective action; and

7.7.3 provide a deadline for completing the corrective action.

7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and

7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.

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- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;

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- 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.
- 10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")**
- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

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- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an **"IPR Claim"**), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

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- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - 11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - 11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- 11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, all of the following apply:
- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

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- 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
- 11.5.1.3 accumulated rights of the Parties are not affected;
- 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
- 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
- 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
- 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

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- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
 - 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - 12.2.1 any indirect losses; and/or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:

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- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
- 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
- 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
- 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
- 13.1.5 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>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.
- 14 DATA PROTECTION AND SECURITY**
- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.
- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

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- 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 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 the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 14.8.1 "Controller" in respect of the other Party who is "Processor";
 - 14.8.2 "Processor" in respect of the other Party who is "Controller";
 - 14.8.3 "Joint Controller" with the other Party;
 - 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.
- 14.9 Where one Party is Controller and the other Party its Processor**
- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
 - 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.

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- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
- 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

14.9.5 The Processor must 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.

14.9.6 The Processor must notify the Controller immediately if it:

14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

14.9.6.2 receives a request to rectify, block or erase any Personal Data;

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- 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
- 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
 - 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.9.9.1 is not occasional;
 - 14.9.9.2 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
 - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;

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- 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
- 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 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 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL**15.1 Each Party must:**

- 15.1.1 keep all Confidential Information it receives confidential and secure;
- 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 15.2.4 if the information was in the public domain at the time of the disclosure;
- 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
- 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
- 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

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- 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

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17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

19.1 No third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

20.1.1 provides written notice to the other Party; and

20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 GIVING UP CONTRACT RIGHTS

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

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23 TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

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- 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

- 25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.

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27.2 at the Indemnifier's cost the Beneficiary must:

- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
- 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
- 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

27.3 The Beneficiary must:

- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
- 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

28.1 The Supplier shall not:

- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
- 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
- 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

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29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

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

31 ENVIRONMENT AND SUSTAINABILITY

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

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32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:

32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

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

32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and

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

33 CONFLICT OF INTEREST

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

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

33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.

34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

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35 FURTHER ASSURANCES

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

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

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

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V. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

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

The contact details of the Controller’s Data Protection Officer are:

DESNZ Data Protection Officer
Department for Energy Security and Net Zero
3-8 Whitehall Place
London
SW1A 2EG
Email dataprotection@energysecurity.gov.uk

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<p>The Authority will be the Controller and the Supplier will be the Processor.</p> <p>There are no Independent Controllers or Joint Controllers of Personal Data Identified.</p>
Subject matter of the processing	<p>The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide e Services outlined in this Contract.</p>

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Duration of the processing	Processing will take place from Contract Commencement for the duration of the Contract plus a 6-year retention period. The Contract will end on 31 January 2026 but may be extended for up to 18 months.
Nature and purposes of the processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Supplier as necessary to deliver the services and to undertake contract and performance management, including training Authority's users on the services and communicating with them regarding Supplier's information and other products and services that may be of interest to them; confirming, reporting and accounting for use of Services to Supplier's third party suppliers who provide content included in the Services insofar as Supplier is obligated in such regard by contract or law; and reporting and accounting for use of Services to DESNZ insofar as required by applicable law or regulation. The Contract itself will include the names and business contact details of staff of both the Authority and the Supplier involved in managing the Contract.
Type of Personal Data being processed	Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Supplier and internet protocol address and usage tracking information (excluding special category personal data) of the Authority, both as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Supplier involved in managing the Contract.
Categories of Data Subject	Staff and users of the Services of the Authority and the staff of the Supplier, including where those employees are named within the Contract itself or involved within contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>

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Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	Regular business premises as detailed in the Order Form or regular places of work. For example the Authority operates a hybrid working policy where staff are permitted to work from home for portions of time.
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	DESNZ and Supplier shall implement appropriate technical and organisational measures to protect the data from (i) accidental, unauthorised or unlawful destruction; and (ii) loss, alteration, unauthorised disclosure of, or access to the data. All staff of the Authority have been trained in GDPR and the processing of Personal Data. Personal Data will only be processed on authorised work IT equipment. Any breach would be reported to the Data Protection Officer.

END of ANNEX 1 - Processing Personal Data

VI. Annex 2 – Specification

1. Context

The Climate Finance Accelerator (CFA) is a technical assistance programme that supports low-carbon climate resilient projects in EMDEs, with an aim to develop pipelines of bankable projects that private investors then finance. This builds on wider upstream activity to enable the investment environment, supports countries to achieve their Nationally Determined Contributions (NDCs), and builds investor confidence to invest in these innovative and entrepreneurial climate projects.

The CFA was piloted in 2017 in Colombia, Mexico, and Nigeria through a £100,000 Technical Assistance grant for a pilot workshop in London. This led to further work and, in November 2020, the first phase of CFA (“CFA 1”), enabled by a £10m business case, began delivery via a contracted Supplier. A further £2.8m has since been approved, enabling the CFA to launch in Viet Nam to align with the Just Energy Transition Partnership (November 2022), and to provide additional delivery capacity in four countries. Overall, the programme has been, or is, operational in 10 countries: Colombia, Nigeria, Türkiye, Mexico, Peru, South Africa, Pakistan, Egypt, Uganda and Viet Nam.

In December 2023, the UK Government announced £40m of new funding to extend the CFA programme until December 2029. This new funding will scale the tried and tested delivery model of CFA 1 while evolving the programme where key lessons have been identified. This includes providing for greater flexibility and tailoring in delivery. The second phase of the programme (“CFA 2”) is being procured by DESNZ (“the Authority”), with activities expected to re-commence on the ground by May 2025.

The CFA 2 contract may be modified during delivery to provide additional pathways to realise CFA 2’s Theory of Change. They are listed below:

- ‘Platform’ delivery: enabling other UK government budget holders (e.g., FCDO) to secure CFA outputs in other countries where they are additional to the scope of the DESNZ business case.
- Change in country prioritisation: flexibility to change CFA-supported countries in response to emergent threats and opportunities.
- Contract extension to enable sustainable exit: flexibility to extend delivery in countries where embedding is likely to occur in the near future but the country does not have sufficient budget allocated.
- Extension of CFA in existing countries: where CFA has demonstrable success, further funding could be made available to support a higher number of projects or to provide deeper capacity building support.
- Expansion of technical assistance to financial institutions and other in-country investment vehicles: Boosting CFA’s impact by expanding provision of support to relevant CFA stakeholders.
- Technical support provided for additional sectors: Boosting CFA’s impact by expanding provision of support to new sectors.
- Enhanced direct offer to alumni projects to unlock investment opportunities: deeper support could include awarding grant funding, providing intermediation services, or supporting a deeper online presence to showcase deal opportunities.

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- Supporting time extension: extending the contract by a maximum of 36 months.

Examples of services provided by a CFA independent advisor to date include:

- In-time support across the CFA portfolio and as issues and opportunities arise:
 - Informing the scope of deliverables, e.g., the format and attendance at a London-based investor roundtable.
 - Informing which projects are selected in each CFA country.
 - Reviewing post-event reports, embedding plans, and major knowledge products.
- Proactive support on strategic decisions and policy deliberation.
 - Developing policy briefs to set out options for meeting programme outcomes, e.g., on long-term embedding options and the formation of strategic partnerships.
 - Updating DESNZ on wider climate finance and green finance developments, e.g., key trends and actors in Latin America.
 - Proposing possible options to further expand and deepen the CFA's offer.

2. Rationale for appointing a CFA Independent Advisor

The Authority is procuring a CFA Independent Advisor (from here on referred to as 'CFA Advisor') as a source of expertise on low-carbon and climate resilient pipeline development, capacity building and project finance.

The CFA Advisor will work closely with DESNZ to ensure that remaining CFA 1 activities are and CFA 2 objectives are delivered effectively. This will include advice on the climate finance landscape in CFA partner countries, project selection, investor mapping, embedding the programme in-country and delivering value for money. The CFA Advisor will also be expected to support the transition period between CFA 1 and 2, e.g., supporting on the selection of a CFA 2 global delivery partner, providing guidance during the handover between delivery partners if relevant etc. In addition, the CFA Advisor is expected to be involved in the scoping of CFA 2. This will include strategic thinking about future activities, country selection, etc., in addition to other activities listed above.

3. Scope of Work

Summary of the Requirement

The CFA Advisor is contracted by the Authority, and works to support the Authority in its roles as funder and client of the CFA. The role of the CFA Advisor is to support the continued successful delivery of the CFA process and to support its embedding in-country. The CFA Advisor will provide:

- Expert advice on in-country market maturity, availability of bankable projects, and suitability of the enabling environment to inform country selection process.
- Strategic guidance to in-country processes and wider programme implementation.
- Links to relevant private finance investors, helping secure participation at events.
- Participation and facilitation in CFA workshops, as required.
- Participation in the CFA Advisory Board.

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- Support to the CFA embedding process, at country level, and at a global policy level.
- Support to source funding both in-country and globally and thinking holistically about the future of CFA.
- Ad-hoc expert advice where it is relevant to the CFA's objectives.

In the context of the transition between CFA 1 and CFA 2, there is also an expectation that the CFA Advisor may support the evaluation of CFA 2 bids and provide guidance during the handover between delivery partners if relevant.

The Authority expects the role of the CFA Advisor during CFA 2 to be broadly the same as the role played during CFA 1. However, with this contract overlapping with the early stage of CFA 2 implementation, there is an expectation that the CFA Advisor role will focus on supporting the scoping for CFA 2, in particular providing guidance around implementation in new countries, delivery of new activities etc.

A detailed scope of work is included below.

CFA1 and CFA2 Countries

DESNZ, as the contract Authority, has adopted a tiered approach to guide expectations on country selection, explained below:

Tier 1: Existing. It is expected the CFA delivery will continue in CFA 1 countries that have been funded by DESNZ to enable embedding to occur. This comprises all eight countries currently funded by DESNZ (noting the CFA in Nigeria is now embedded in a local independent organisation, and the CFA in Uganda is separately funded by FCDO).

Tier 2: New. A further eight countries have been identified as new CFA 2 countries, subject to the findings of a detailed Landscape Review to be conducted as part of initial CFA 2 activities.

Tier 3: Opportunity. If, during CFA 2's delivery, funding is either no longer needed in Tier 1 countries or scoping suggests that CFA would not be effective in Tier 2 countries, funding may be transferred to 'opportunity' countries.

Tier 4: Platform. Finally, the FCDO and DESNZ have piloted an approach in Uganda whereby FCDO ambitions to mobilise finance are delivered through the CFA Programme. For CFA 2, the contract will accommodate the possibility of further additional 'platform countries' where CFA may be impactful but are not prioritised by DESNZ. This may include scoping for delivering a CFA cycle for adaptation projects.

Countries by tier are in Table 3 below.

Please note that countries in Tier 1 and 2 are not expected to change unless of wider geopolitical events making delivery unsafe or unlikely to be successful.

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Countries in Tier 3 are the Authority's preferred list, but any decision to operate in these countries would be subject to discussion with the Global Supplier.

Countries in Tier 4 are indicative, based on advice and demand signal from FCDO, accurate at the date of publication. Delivery in Tier 4 countries will also be subject to discussion with the Global Supplier.

Table 3: CFA 2 country selection

Tier 1: Existing	Tier 2: New	Tier 3: Opportunity	Tier 4: Platform
Colombia	Brazil	Argentina	Angola
Egypt	India	Bangladesh	Bolivia
Mexico	Indonesia	Cambodia	Costa Rica
Pakistan	Jordan	Ethiopia	Ghana
Peru	Kenya	Morocco	Jamaica (adaptation)
South Africa	Malaysia	Senegal	Rwanda
Türkiye	The Philippines	Tunisia	South Africa (adaptation)
Viet Nam	Thailand	Zambia	Tanzania
		Zimbabwe	Uganda

Phase 1 Activities

Activities that the CFA Advisor will be expected to undertake during Phase 1 (August 2024 – January 2025) include, but are not limited to, the following activities and deliverables (note, the CFA Advisor will be required to undertake background research, take part in calls and meetings with relevant stakeholders to adequately complete these tasks):

Overarching activity	Sub-activity	Deliverable
1. Providing advice on strategic	1. Making recommendations on programme implementation to DESNZ and the delivery partner and identifying	Attending weekly CFA meetings with delivery partner and DESNZ, monthly in-country calls with UK embassy

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aspects of CFA 1 programme delivery, including embedding of CFA process in individual countries:	key considerations for the delivery approach.	staff and local delivery partners, and calls related to in-country event organisation.
	2. Supporting the organisation of in-country events, including by making connections with relevant investors where applicable, and ensuring their consistency across countries, while remaining responsive to the local context.	
	3. Taking part to embedding discussions with the delivery partner consortium, UK embassy teams and potential hosts and funders and providing strategic advice.	Attending monthly in-country embedding steering groups calls for relevant countries, as well as ad hoc meetings with potential embedding partners.
	4. Reviewing proposed governance and funding plans prepared by the delivery partner consortium and advising on feasibility.	Providing comments on embedding documents submitted by the delivery partners
2. Taking part in the selection of the CFA 2 delivery partner and supporting DESNZ for the transition period between CFA 1 and 2 (and if relevant the handover process)	1. Taking part in the evaluation of CFA 2 global supplier bids.	Delivering independent expert evaluation of bids in line with DESNZ Commercial team guidance and following all DESNZ Commercial team instruction, prior to attending scheduled consensus meetings.
	2. Providing strategic guidance during the transition period, especially on how to maintain momentum in-country for the programme during the delivery gap.	Attending regular and ad hoc meetings related to the period when the CFA 1 and CFA 2 contract transition occurs, including mobilisation of CFA 2 global delivery partner contract.
	3. Supporting DESNZ successfully mobilise the CFA 2 global delivery partner contract.	
3. Contributing to DESNZ's early strategic thinking on scoping of CFA 2	1. Attending CFA 2 scoping meetings, including virtual meetings with Post, meetings with the CFA 2 global delivery partner and other relevant meetings, and advising as relevant on strategic thinking for the early stages of the phase 2. This includes advising on	Attending regular and ad hoc meetings related to the CFA 2 scoping process with DESNZ, Post, other strategic partners and CFA 2 global delivery partner when selected.

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	topics such as new CFA activities, changes to the CFA process, country prioritisation etc.	
	2. Reviewing early documents prepared by DESNZ and/or the CFA 2 global delivery partners related to CFA 2 scoping.	Providing comments on documents related to scoping for CFA 2
4. Engaging with external partners, especially in the finance sector, to secure their involvement in the CFA e.g., at workshops, by:	1. Working with DESNZ to build relationships with relevant private capital market stakeholders, to link CFA with local and international sources of finance. Once relationships are established, advise on the best way to keep those players engaged and establish long-term partnerships, especially during the transition period between CFA 1 and 2.	Undertaking introductory calls/meetings with capital market stakeholders and public financial institutions who could potentially participate in CFA events and help DESNZ maintain those relationships.
	2. Suggesting which multilateral development banks and development finance institutions could support CFA activities and working with DESNZ to build relationships with these institutions, including in the context of embedding the CFA in-country or globally.	

Detailed Scope of Work

The proposed contract duration will be for 18 months, with the possibility of up to 18 months extension, should further work be necessary.

A detailed scope of work has been prepared for the initial 6 months of the contract (phase 1), and future phases of work will be outlined as business needs develop, depending on whether additional funding is secured for the programme (note that the modification options that have been built in CFA 2 could significantly alter the scope of work).

High-level activities are detailed below, but a detailed scope of work for Phases 2 and 3 will be agreed at the outset of each 6-month period. The CFA Advisor may be required to undertake additional activities, but only if it is agreed by the Authority (DESNZ) that they will contribute towards meeting the contract objectives, and they are within the limits of the Public Contracts Regulations (2015). If this is required, it is permissible amend the contract to accommodate these.

4. Timeline

Please note that the timeline below is an estimate and is subject to change.

August 2024	Appointment of CFA Advisor <ul style="list-style-type: none"> Focus on the selection of a CFA 2 delivery partner, i.e. deliverable 2.1. In addition, attendance to regular meetings such as described for 1.1 – 1.3.
September 2024	<ul style="list-style-type: none"> Attendance to regular meetings such as described for 1.1 – 1.3. Delivery of task 4.1-4.2, in particular around NYCW
October 2024	<ul style="list-style-type: none"> Delivery of task 1.4. as the documents come in towards the end of CFA 1 delivery. Attendance to regular meetings such as described for 1.1 – 1.3
November 2024	End of the original CFA 1 contract (without extension), new contract with CFA 2 delivery partner to be signed. Start of transition/handover period. <ul style="list-style-type: none"> Delivery of activities 2.2. and 2.3 as the transition period starts Attendance to regular meetings such as described for 1.1 – 1.3 Delivery of task 4.1-4.2, in particular around COP29.
December 2024	<ul style="list-style-type: none"> Continued delivery of activities 2.2. and 2.3 Attendance to meetings as per task 3.1.
January 2025	End of the extended CFA 1 contract (and of additional activities in Uganda). <ul style="list-style-type: none"> Continued delivery of activities 2.2. and 2.3 Attendance to meetings as per task 3.1. Review of relevant documents as per 3.2.

Phases 2 and 3

As described above, activities and deliverables for the subsequent six-monthly delivery phases, phases 2 and 3, are currently undefined and will be determined once there is more clarity on a variety of factors such as 1) attribution of the CFA 2 global delivery partner role, 2) clarification of CFA 2 implementation timelines (e.g., any delays due to the elections), 3) programme needs at the time. The scope of work for these phases will be agreed with the CFA Advisor prior to the commencement of each 6-month period. This will

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allow DESNZ to be flexible and responsive to demand, maximising the utility of the role and securing value for money.

Tasks expected during phases 2 and 3 are likely to include, but will not be limited to:

- Support the re-launch of delivery in CFA partner countries with a focus on in-country work to embed the 'CFA approach' within the local climate finance ecosystem.
- Support the launch of CFA in new partner countries, in particular by providing advice on how to tailor CFA to new country contexts.
- Participation in strategic discussions with DESNZ and CFA 2 delivery partner to identify opportunities and threats to the programme, and how to respond to these to best deliver the CFA objectives.
- Inform the scope of, and actively participate in bi-annual CFA Advisory Board meetings.
- Continuing to act as a bridge to relevant stakeholders in the City of London and other relevant financial centres, in coordination with other members of the CFA Advisory Board
- Where suitable, facilitating workshop delivery (could be in-person or virtual), when CFA 2 implementation starts.
- If additional funding is secured for CFA 2 modification options, provide strategic guidance on the implementation of those options.

5. Contract Break Point

DESNZ reserves the right to assess the requirement for the future Services of a CFA Advisor. If it is considered that, in the opinion of DESNZ, future Services cannot be justified or do not deliver value for money, DESNZ will conclude the arrangement with the CFA Advisor in a Contract Change Notice. In accordance with the Terms and Conditions of contract, notice of termination would be provided no less than 90 days prior to the contract formally ending. DESNZ will engage with the CFA Advisor prior to the commencement of each phase to define expectations and requirements for the forthcoming period. DESNZ will act in good faith in these conversations but may require justification to be provided by the CFA advisor to inform decisions.

6. Quality Control/Review Procedure

DESNZ expects all deliverables to be of high quality, well evidenced, free from error and presented in the format it has requested. All deliverables should be submitted to the DESNZ programme team as a draft for them to comment on whether the approach and content is in-line with expectations and if modifications are required. Regular correspondence between the DESNZ programme team and the CFA Advisor on the structure and content of deliverables is recommended.

If the quality of a deliverable were to fall below DESNZ's expectations, the CFA Advisor will be required to produce a remediation plan, outlining the measures that will be taken to improve future deliverables. This plan would need to be reviewed and approved by DESNZ. If deliverables do not meet the expectations of DESNZ staff after several rounds of review and modification, DESNZ reserves the right to take the task in house and remove this from the CFA Advisor's scope of work.

7. Performance management

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Performance of the CFA Advisor will be assessed against the tasks as set out in this Specification of Requirements and measured (using a Red, Amber, Green scale) against:

- **Quality** – the strength of the approach and application of it to each deliverable. DESNZ should not undertake more than two (2) reviews of draft deliverables before agreeing a final version, and should only have relatively immaterial comments on the second draft.
- **Accessibility** – the presentation of the findings in a way that is succinct and accessible to the desired audience, as judged by DESNZ.
- **Timeliness** - the timely submission of requested outputs, judged on whether deliverables are submitted on time (according to contract milestones) and extent of any delays.
- **Accuracy** – the level of detail included in outputs as well as the number of outputs that are error free (inaccuracies in evidence, analysis and report text and formatting).

Assessment of performance will be managed by the DESNZ Programme Manager and will occur prior to the expected receipt of an invoice to DESNZ sent by the supplier. Where a score of Amber or Red occurs, DESNZ may reasonably delay payment until performance has been rectified. Where a Red score has been given, the Advisor is to provide, at their own cost, a short rectification plan detailing measures they will undertake to improve performance. If the Advisor were to be awarded Red scores in one or more assessment criteria listed above in consecutive invoicing periods for measures within their control, DESNZ may consider this to be a material breach of the contract and consider terminating the agreement.

8. Programme Management Requirements

Working Arrangement

The CFA Advisor will report to the Programme Manager at DESNZ and is expected to maintain regular correspondence with this individual, as well as the wider programme team and other relevant colleagues (weekly calls or emails, or communication as appropriate). The Advisor will work remotely but might be required to attend meetings in-person for specific events (e.g., in-person London CFA event, strategic discussions with the delivery partner).

Security

DESNZ will act as the duty of care holder for the CFA Advisor for all official travel that is required as part of this contract, meaning that they will receive the same level of support as DESNZ staff and be subject to the same safety and security management overseas as other visiting DESNZ officials. The Advisor will be covered for official international travel by the DESNZ emergency travel and medical insurance policy. The Advisor is expected to adhere to DESNZ's mandatory travel and security policies and procedures, which include: The Civil Service Code of Conduct, completing Security Awareness Fragile Environment (SAFE) training where appropriate, attending security briefings prior to overseas travel and health and safety risk assessments.

Risk and Contingency

The CFA Advisor will identify an appropriate individual who could be contracted, subject to DESNZ approval, in the event of an unforeseen period of absence. In such circumstances, if the service could not be carried out by DESNZ or the CFA global supplier, the contract would remain with the lead CFA Advisor, and any contingency staff would be managed by them. DESNZ reserve the right to terminate the

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agreement, subject to the Terms and Conditions, if an unforeseen long-term absence is expected by the CFA Advisor and adequate contingency arrangements cannot be put in place.

Risk appetite, fraud, and corruption

DESNZ has zero tolerance to fraud and corruption (including potential conflicts of interest). DESNZ also has very stringent requirements regarding safeguarding of anyone who might be affected by CFA. For more information, please refer to DESNZ International Climate Finance (ICF) Code of Conduct provided in **Annex 5**.

Whistleblowing

If during the evaluation you find any risk of wrongdoing by the CFA programme or an associate of the programme, or any safeguarding complaints or incidents, these need to be reported to the DESNZ ICF Portfolio Management Office immediately. In the first instance, report to the DESNZ programme lead who will contact the safeguarding lead.

If it is inappropriate to raise concerns of misconduct or you do not feel comfortable reporting to the CFA programme lead, you should report it to the DESNZ ODA Reporting Concerns inbox at odasafeguardingconcerns@DESNZ.gov.uk.

Whistleblowing is taken very seriously; DESNZ treat every issue with the utmost importance and every issue will be investigated as a matter of urgency and will be kept confidential. Please email odasafeguardingconcerns@DESNZ.gov.uk for any whistleblowing concerns.

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

Safeguarding

The Supplier shall take an approach to managing and mitigating safeguarding risks within the Contact that align with the Common Approach to Protection from Sexual Exploitation, Abuse and Harassment (CAPSEAH), a new blanket policy developed by a multi-national group of aid agencies including FCDO and UK International Development.

(International Aid Transparency Initiative) IATI

The Supplier acknowledges that DESNZ endorses/supports the requirements of the IATI standard and shall assist and cooperate with DESNZ, to enable compliance. The Supplier shall provide all necessary assistance as reasonably requested by DESNZ to enable DESNZ to respond to the IATI requirements. This may include but not be limited to delivery, performance and financial information relating to the delivery of the contract. For the avoidance of doubt, except for any information which is exempt from disclosure in accordance with the provisions of contract clauses relating to Freedom of Information or Confidentiality, such information is not considered confidential information and is publicly disclosable by the Authority in line with our transparency obligations.

End of Annex 2 – Specification

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VII. Annex 3 – Charges

Table 1: Charges summary

Spend Category	Maximum Net Budget (excl Vat)	Maximum VAT Budget	Maximum Gross Budget (inc VAT)
Daily Fees			
Expenses			
Total Contract Value	£83,333.33	£16,666.67	£100,000.00

The Charges for the Deliverables shall not exceed

Billing will be on a time and materials basis with only the actual time worked charged for on any Invoice.

The initial term of the contract shall have a total maximum net value of up to £83,333.33 (exclusive of VAT but inclusive all other taxes). This amount is not to be exceeded without prior written permission from the Buyer.

Expenses shall be incurred and billed in line with the Buyer’s expenses policy found at Annex 4 to this Contract.

If the contract is extended beyond the initial term using the option to extend, the contract value may be uplifted by up to an additional £83,333.33 (exclusive of VAT but inclusive of all other taxes). The contract may also be extended using the option to extend without uplifting the contract value. This decision is at the Buyer’s discretion.

If the contract is extended beyond the initial term using the option to extend, the daily rate may be reviewed and adjusted once in line with the CPI Index to accommodate for inflation, up to a maximum of 10%. The base month for using the CPI Index will be August 2024 and the end month shall be the month in which the contract is extended.

The uplift in contract value, option to extend beyond the initial term and/or changes to the fixed day rate will be enacted only via a written contract variation signed by both parties.

End of Annex 3 - Charges

VIII. Annex 4 – Expenses Policy and Eligible Cost Guidance.

1. Background to guidance

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

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

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

2. Principles of eligibility

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

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

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

3. Foreign exchange

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

4. Ineligible costs (applicable to all budget categories)

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

- Lobbying UK government, i.e. activities which aim to influence or attempt to influence Parliament, UK government or political activity, or UK legislative or regulatory action
- Activities which directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the contract
- To petition UK Government for additional funding
- Activities which may lead to civil unrest
- Activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief
- Interest payments or service charge payments for finance leases
- Gifts
- Statutory fines, criminal fines or penalties
- Payments for works or activities that are fully funded by other sources whether in cash or in kind, for example if premises are provided free of charge, DESNZ will not contribute to a notional rent
- Activities in breach of UK Legislation on Subsidy Control
- Bad debts to related parties¹
- Payments for unfair dismissal or other compensation
- Replacement or refund of any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds
- The cost of any fines or charges applied by local Governments or by any local public authority
- Costs or benefits provided to any public official or third party if there is a high likelihood that the payment or benefit was for improper purposes (e.g. facilitation payments)
- Fundraising (with the exception of any agreed allocated costs not attributable to the project (indirect costs))
- Foreign exchange as a standalone budget line
- Contingency or risk premium
- Depreciation (with the exception of any agreed allocated indirect costs)
- Debt repayment

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- Auditing or accounting costs associated with the production of Reasonable Assurance Reports for grant claims
- Costs associated with preparing bid or commercial proposal prior to a formal agreement being executed or in the preparation of proposals for the take up of contract extension options
- Costs incurred prior to a formal agreement being executed
- **Unless directly attributable to the programme**, advocacy and campaigning, marketing and communications, policy, retainer fees, capital expenditure, land, bank charges and insurance (unless, by exception, explicitly agreed in writing in advance).²

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

5. Expenditure cost categories

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

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

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

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

6. Direct programme costs

Direct programme costs are activities and costs directly incurred in the delivery and implementation of the programme and are directly linked to specific project outcomes and results. This generally includes frontline delivery costs and programme management and support costs.

1. Staff costs (including payroll taxes and benefits)

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

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

DESNZ will only reimburse productive days' work.

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

2. Management fees

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

3. Frontline programme delivery costs

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

4. Capital expenditure items

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

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

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

5. Travel, subsistence and accommodation

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

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

1. Ineligible expenses

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

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

2. Travel

Travel and living expenses will be paid at a rate consistent with the [HMRC's schedule of rates](#)³.

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

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

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

3. Subsistence

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

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

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

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

6. Passport and visa costs

Staff travelling overseas must have a valid passport. In the event that staff do not have and have never owned a full Passport, the costs associated with issuing a new passport may be claimed from the Department. Written approval is required before entering into, or committing to, this process from your DESNZ Contract Manager who will require explicit advance approval from their Finance Business Partner.

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

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

7. Claiming expenses

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

- Every expense claim should include sufficient information to justify each expense and should include what the expense is, the date it was incurred and the reason why. All travel claims must state the journey start and end location.
- Bank or credit/debit card statements alone are not acceptable evidence, though must also be provided if the receipt does not evidence payment.

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- The currency in which the expense was incurred should always be detailed. If this is not GBP, evidence should be provided showing the exchange rate to GBP (ideally a bank statement showing the GBP cost debited or details of the exchange rate from www.xe.com or www.oanda.com). There are several accepted approaches. So long as used consistently, reporting can use the exchange rate on the date each expense was paid; the date the invoice was submitted; or the monthly average. For advance payments, the rate used can be the date the money was paid from the bank.
- Per diem rates will not be reimbursed. However, actual expenditure (evidenced by receipts, invoices etc.) on accommodation, subsistence and travel can be reimbursed.
- Air miles or equivalent reward schemes should not be used to pay for the cost of flights as they will not be reimbursed.

7. Indirect costs

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

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

1. Premises and office costs

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

2. Central function costs

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

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

3. Governance and strategic development costs

This category relates to external expert and professional services expertise brought in when in-house skills are not available, including payments for services contracted to provide strategic or governance direction,

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financial, management, procurement, legal, audit, human resources or technical advice. This includes any other internal governance and strategic development cost that is not a central function cost or premises and office cost.

4. Share of indirect costs

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

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

A straight percentage allocation to the budget is not based on an understanding of your organisation's overheads and is therefore unlikely to meet the principles detailed above.

If you intend to raise income for your programme from other sources, we expect those sources to cover their fair share of the programme's indirect costs. DESNZ will only fund its share of the programme's overheads. We would not expect to fund a greater share of indirect costs than the share of the programme direct costs we are funding.

5. Accounting and budgeting for indirect costs

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

8. Payment basis and cost verification

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

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

End of Annex 4 – Expenses Policy and Eligible Cost Guidance.

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IX. Annex 5 - DESNZ ICF Supply Partner Code of Conduct**Principles**

The ICF aims to create an inclusive culture of best practice with the delivery partners with whom it engages, and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

Overarching Principles for Supply Partners

- Ø Act responsibly and with integrity.
- Ø Be transparent and accountable.
- Ø Seek to improve value for money.
- Ø Demonstrate commitment to poverty reduction.
- Ø Demonstrate commitment to wider HMG priorities^[1]

ICF Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance and seek clarification from DESNZ ICF where necessary. It is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them.

Scope

This Code forms part of ICF's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, is mandatory for contracted Supply Partners.

Adherence to the Code at the appropriate level is also a requirement for ICF direct and delivery chain Supply Partners in receipt of funding. ICF will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs).

1. Value for Money and Governance

Value for Money and financial transparency is an essential requirement of all ICF commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often-challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. ICF expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

Specific requirements include:

- Provision of relevant VfM and governance policies and a description of how these are put into practice to meet ICF requirements (e.g. Codes on fraud and corruption, due diligence);

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- A transparent, open book approach, which enables scrutiny of value for money;
- Strict adherence to all UK and in-country government tax requirements;
- Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by ICF at any time.

2. Ethical Behaviour

ICF Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of ICF, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) ICF staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to ICF where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by ICF or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern slavery and the available reporting mechanisms and human rights abuses
- Procedures setting out how, staff involved in ICF funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the ICF

3. Transparency and Delivery Chain Management

ICF requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity

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building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

ICF recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with ICF's treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure ICF ethical behaviour standards are embedded and maintained.

Specific requirements for direct Supply Partners include:

- Provide assurance to ICF that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- Maintaining and sharing with ICF up-to-date and accurate records of all downstream partners in receipt of ICF funds and/or ICF funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- Publication of ICF funding data in accordance with the International Aid Transparency Initiative (IATI)
- Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

4. Environmental issues

ICF Supply Partners must be committed to high environmental standards, recognising that ICF's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to the ICF.

Commitment to environmental sustainability may be demonstrated by:

- Formal environmental safeguard policies in place;
- Publication of environmental performance reports on a regular basis
- Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies

5. Terrorism and Security

ICF Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

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ICF Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

Specific requirements:

- Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ICF Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme.^[2] Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- All ICF Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development^[3], which sets out best practice in technology-enabled programmes
- Ensure that ICF funding is not linked to terrorist offences, terrorist activities or financing.

6. Safeguarding, Social Responsibility and Human Rights

Safeguarding, social responsibility and respect for human rights are central to the ICF's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by ICF. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Additionally, DESNZ ICF prohibit all forms of bullying. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. ICF will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- Development and proof of application and embedding of a Safeguarding Policy;
- Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- Practices in line with the International Labour Organisation (ILO) 138^[4] and the Ethical Trading Initiative (ETI) Base Code^[5] are to be encouraged throughout the delivery chain;
- Supply Partners to submit their UNGC Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

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Compliance KPIs and contractual checking mechanisms - ICF Contracts

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code's principles through Supply Partner relationships is a key focus for ICF.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, ICF shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with ICF during Contract mobilisation.

Contract Checks and Compliance KPIs		KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the DESNZ Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain		Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
ii.	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner		Declaration of applicable sign up / application received
1.	VfM and Governance standards			
a)	Economic and governance policies in practice	Annual updated documentation provided (copy of Policies with detailed annual financial breakdown relating to contract)		Annual contract review/programme management
b)	VfM being maximised over the life of a contract 1. By confirmation of annual profit level fluctuations since tender submittal	Updated documentation submitted once annually		Annual contract review/programme management checks

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	2. by timely identification and resolution of issues 3. ensuring lessons learned are shared			
c)	<p>Tax Declaration (HMRC format)</p> <ul style="list-style-type: none"> • Tax the organisation paid on profits made in the last 3 years, and in which countries • Compliance with relevant country level tax regulations fully understood and met 	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners		Annual return
2.	Ethical Behaviour			
a)	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners		DPR Annual return
b)	Ongoing conflict of interest, mitigation and management	As 2a. above		DPR Annual return
c)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place		DPR Annual return
d)	Procedures setting out how, staff involved in DESNZ funded business, can immediately report all	Continuous awareness maintained		Annual return Delivery Chain Mapping

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	suspensions or allegations of aid diversion, fraud, money laundering or counter terrorism finance	Procedure in place Continuous awareness maintained		
e)	Declarations of direct or subcontractor staff members proposed to work on DESNZ funded business if employed by DESNZ or the Crown previously Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the business appointment rules	Details submitted as applicable		Annual return Contract management
3.	Transparency and Delivery Chain Management			
a)	IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually		Supply reviews
b)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 28.7		Delivery Chain mapping Contract management
c)	Policies and practices for the management of delivery chain partners and affiliates aligned to the DESNZ Supply Partner Code of Conduct	Updated documentation submitted annually		Contract management processes Delivery Chain mapping
d)	Tax evasion, bribery, corruption and fraud - statements of assurance provided	Updated documentation submitted once annually		Annual return spot checks Delivery Chain mapping

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e)	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually		HMG spot checks Compliance checks Annual return
4.	Environmental Issues			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met 2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually		Programme Management Contract management
b)	Published annual environmental performance reports	Updated documentation submitted once annually		Annual contract review
5.	Terrorism and Security			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since tender submittal		Annual return Annual contract review
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since tender submittal		Annual return
c)	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified		Annual contract review Compliance checks

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		since tender submittal		
6.	Safeguarding, Social Responsibility and Human Rights			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Updated documentation		DPR Delivery chain mapping
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to DESNZ funded work. Robust procedures for vetting, the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted		DPR Delivery chain mapping Programme Management
c)	Recognition of the ILO standards Membership of Ethical Trading Initiative (ETI)	Membership number		Recognition of the ILO standards Membership of Ethical Trading Initiative (ETI)
d)	1.Principles cascaded to employees and delivery chain partners via an internal policy or written	Updated documentation submitted annually		Annual return Compliance checks

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outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Updated documentation submitted if and when changes identified since tender submittal		Annual return
2. Number and details of any organisational safeguarding allegations reported	Updated documentation submitted annually		Compliance checks
3. Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the DESNZ Supply Partner Code of Conduct Annex 2			Tender evaluation
			Compliance checks

Contractual Annual Compliance Declaration

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any ICF Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

Supply Partner Compliance Declaration

KPI Compliance Area		Commentary	CEO Signatory	Signature & date of signing
1.	VfM and Governance standards			
a)	Evidence of how economic and governance policies work in practice			
b)	VfM maximisation over contract life			

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	1. Annual confirmation of % profit on contract 2. timely identification and resolution of issues 3. ensuring lessons learned are shared			
c)	Tax Declaration (HMRC format) Comply with all tax requirements			
2.	Ethical Behaviour			
a)	Adherence to agreed conflict of interest management procedures			
b)	Confirmation of direct and delivery chain partner compliance with the HMG approval requirements under the Business Appointment Rules.			
c)	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy			
d)	Procedures in place and full evidence of awareness of how, staff involved in DESNZ funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance			
e)	HMG Business appointment rules followed - Conflict of Interest (COI) declarations made for direct or delivery chain staff members proposed to work on DESNZ funded business if			

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	employed by DESNZ or the Crown previously			
3.	Transparency and Delivery Chain Management			
a)	Supply Partner and delivery chain partners IATI compliant			
b)	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place			
c)	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the DESNZ Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place			
d)	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud			
e)	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners			
4.	Environmental Issues			
a)	Environmental risks identified (e.g. by maintaining a risk register) with formal context specific environmental safeguarding policies in place			

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b)	Annual published environmental performance reports			
5.	Terrorism and Security			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing			
b)	No engaged employees or delivery chain partner personnel appears on the Home Office Proscribed Terrorist individuals and Organisations List			
c)	Adherence to the best practice global principles for digital development			
6.	Safeguarding, Social Responsibility and Human Rights			
a)	<p>1.Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)</p> <p>2.Confirmation of awareness raising to direct and supply chain employees working on DESNZ funded business of www.modernslaveryhelpline.org</p>			
b)	Organisational procedures in place directly, and within the delivery chain:			

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	<p>1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to DESNZ funded work</p> <p>2.For vetting, reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse</p>			
c)	<p>Current membership of UN Global Compact</p> <p>Current membership of ETI</p> <p>Current Membership of Inter Agency Misconduct Disclosure Scheme</p>			
d)	<p>1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&2 demonstrating an appropriate level of commitment in relation to the Contract</p> <p>2.Numbers and details of organisational safeguarding allegations reported</p> <p>3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN Global</p>			

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	Compact Principles 1 & 2 (Annex 2)			
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UN Global Compact – Human Rights

Principle 1: businesses should support and respect the protection of internationally proclaimed Human Rights

Principle 2: businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance. Examples of how suppliers and partners should do this are set out below:

In the workplace

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

In the community

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and

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- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

^[1] <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

^[2] <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

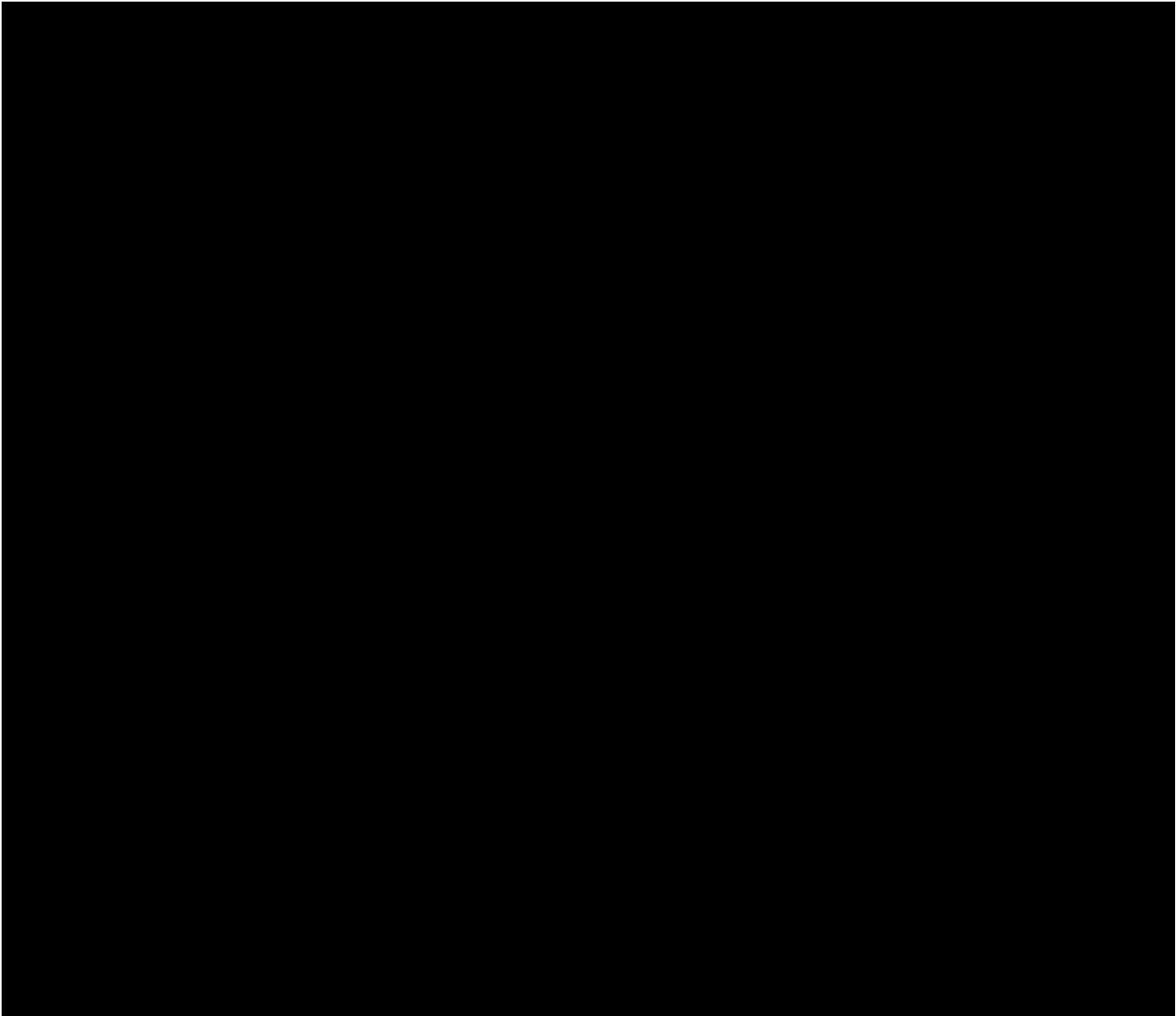
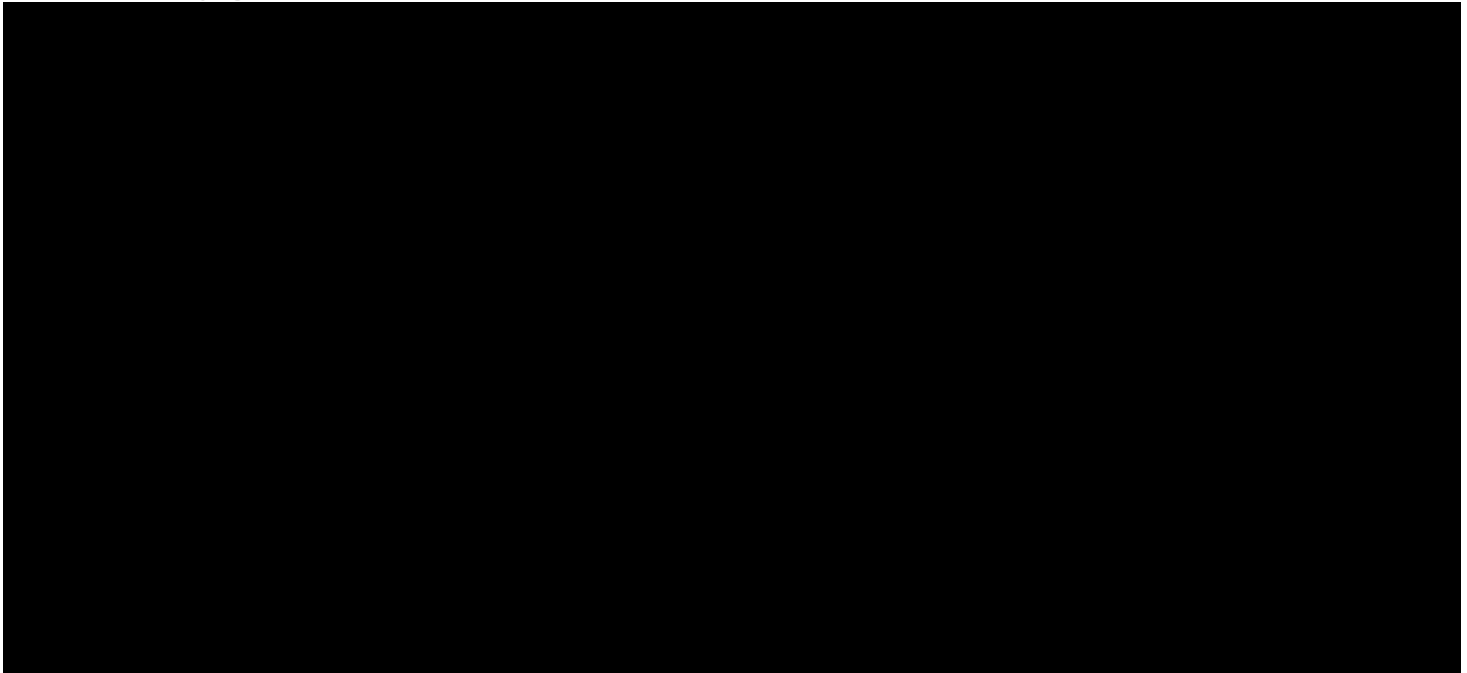
^[3] <https://digitalprinciples.org/>

^[4] http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

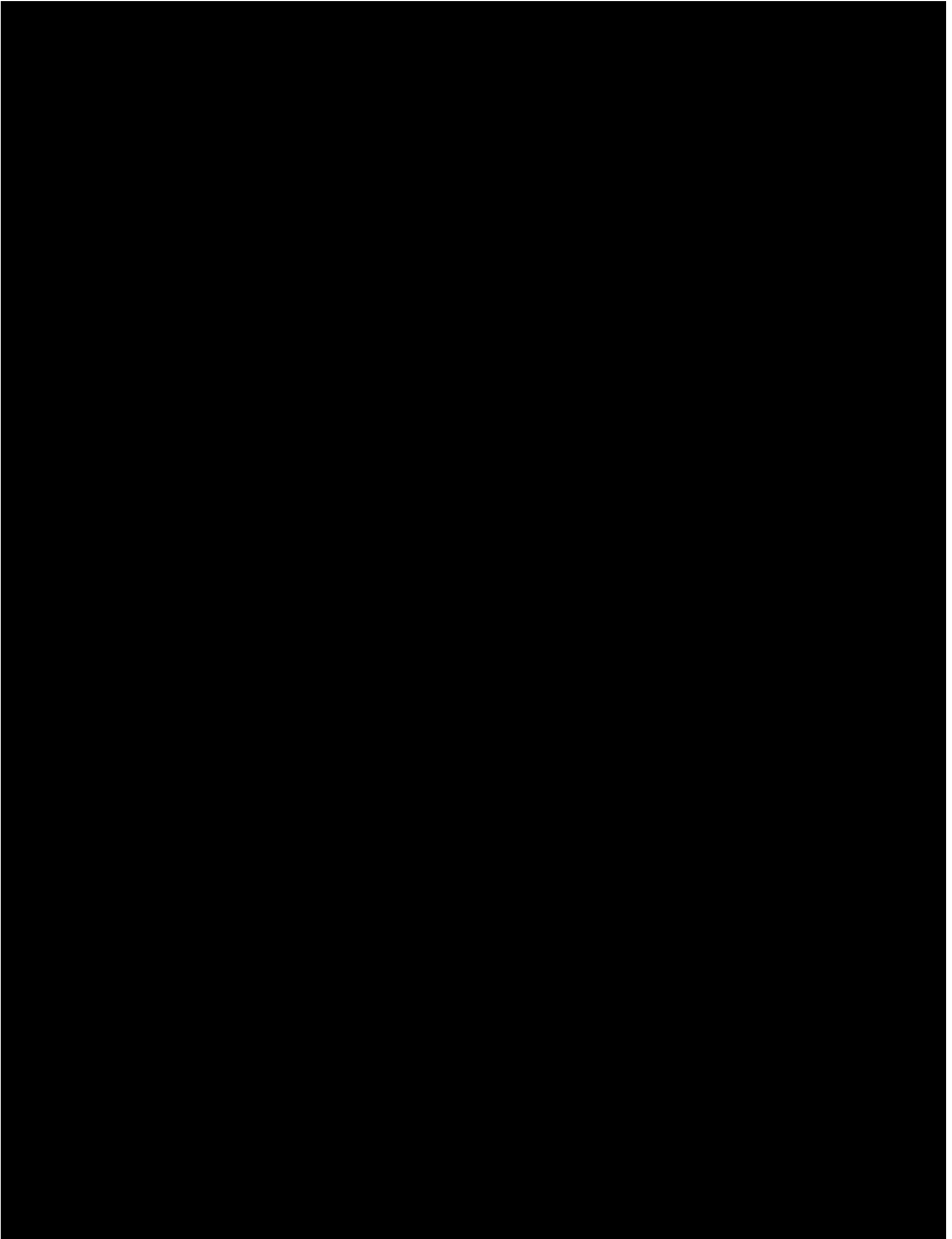
^[5] <https://www.ethicaltrade.org/eti-base-code>

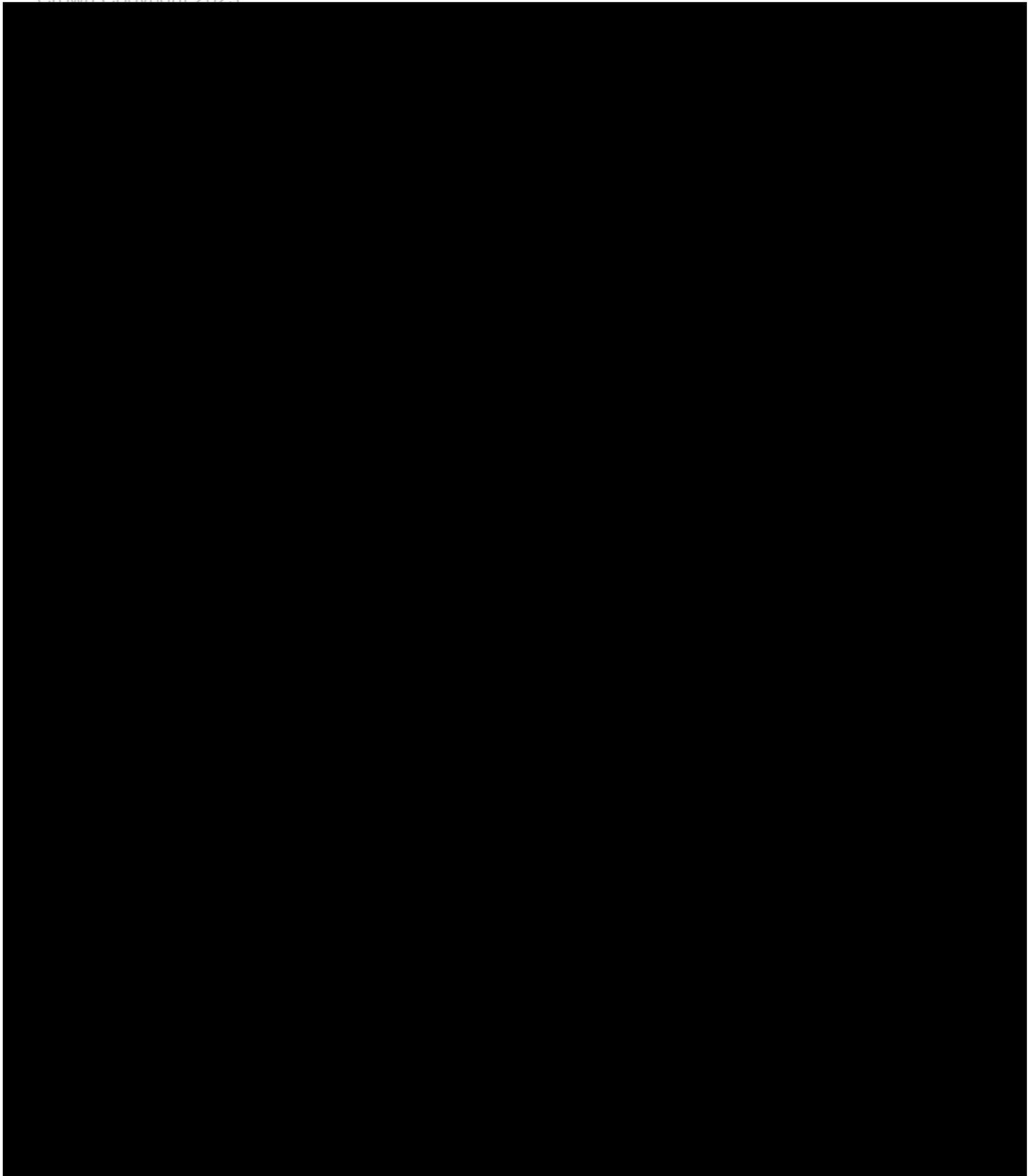
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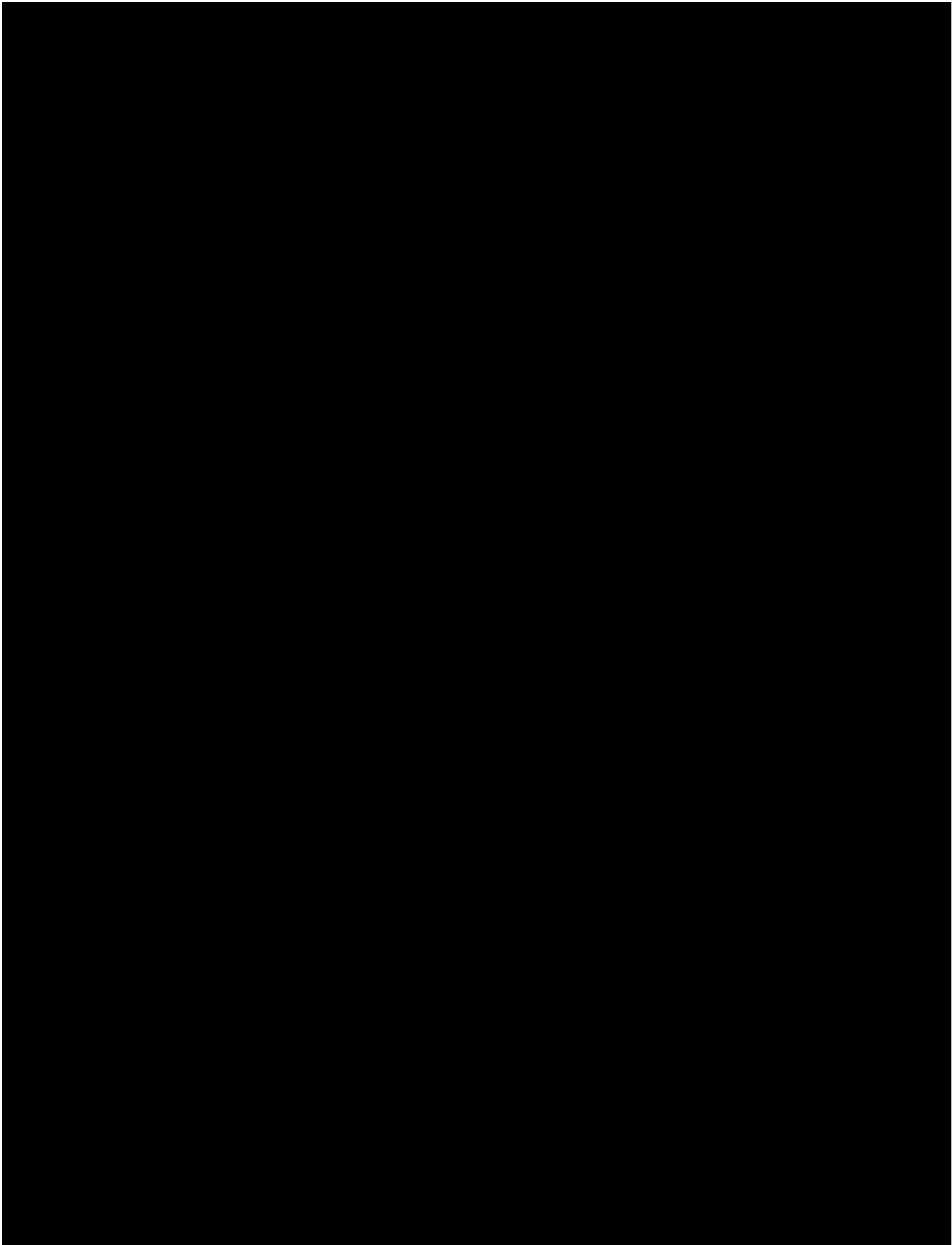
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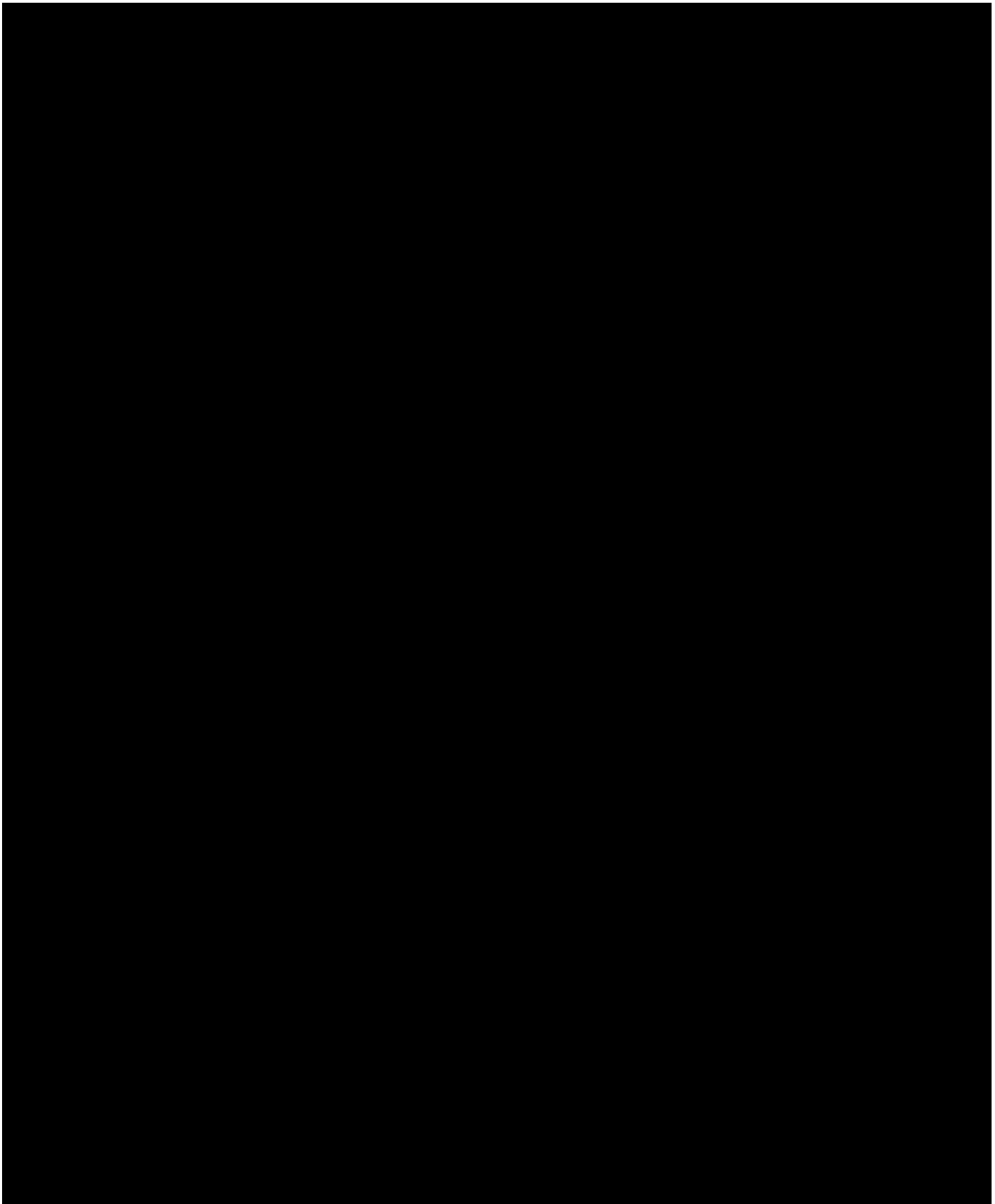
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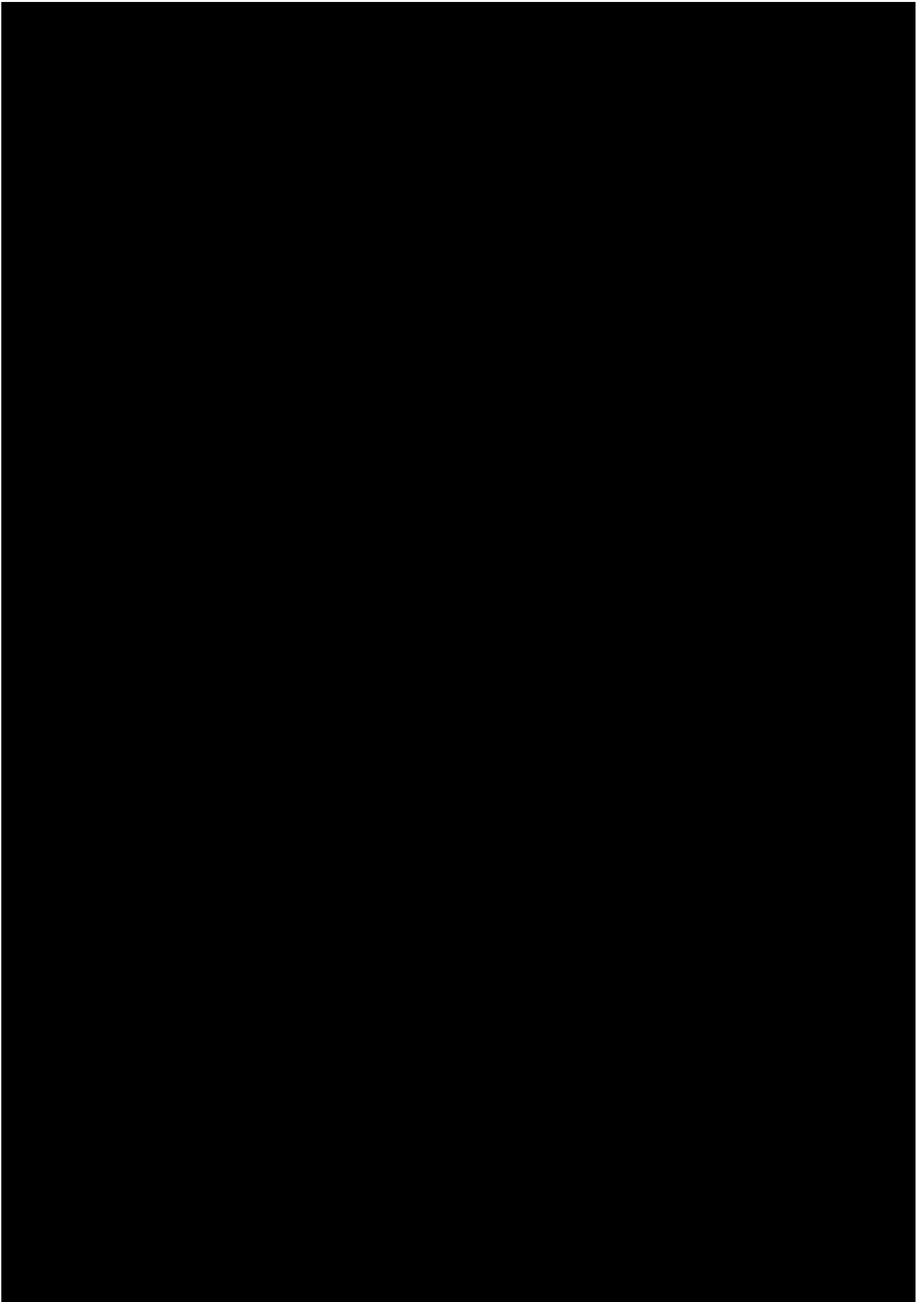




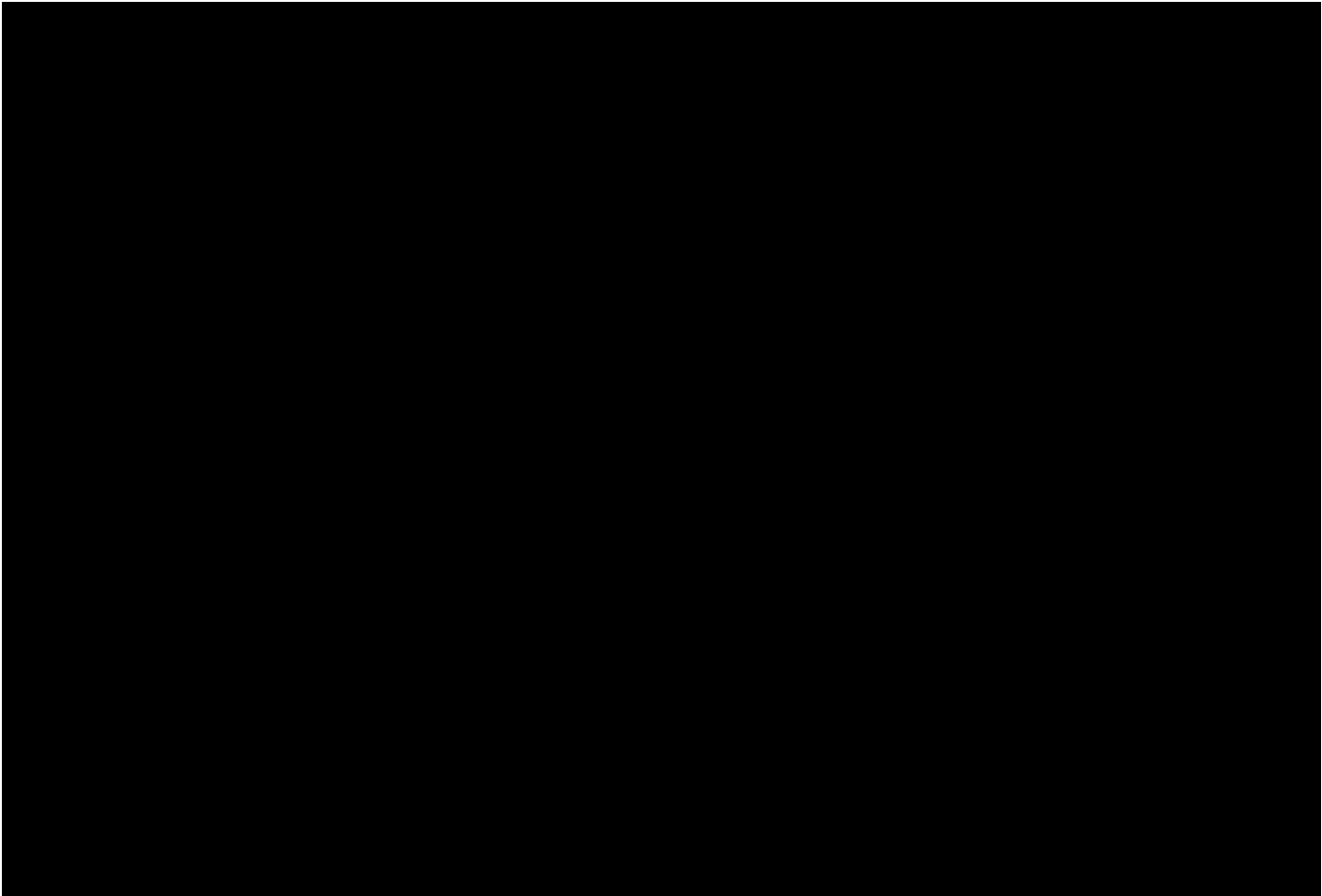
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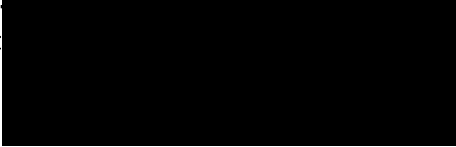
End of Annex 6 – Supplier Tender

Signature Area

Organisation Name:
Department for Energy Security and Net Zero

Role/Title:
Buyer Signature Required

Name:

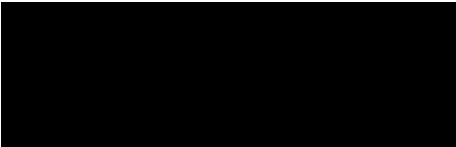

Signature: 

(dd.mm.yyyy | hh:mm:ss)

Organisation Name:
Ian Callaghan Associates

Role/Title:
Supplier Signature Required

Name:


Signature: 

(dd.mm.yyyy | hh:mm:ss)