

Conditions of Contract Short Form Enhanced

CEFAS23-74 Contract for technical advisory services in development of a feasibility study for a port upgrade pilot project in Belize, under OCPP.

June 2023

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Waste Recycling Environment Network PTY LTD
10 Hagelthorn Street
Farrer
Australian Capital Territory
Australia
2607

Attn: [REDACTED]
By email to: [REDACTED]

Date: 21 July 2023
Your ref: NA
Our ref: **CEFAS23-74**

Dear [REDACTED],

Supply of technical advisory services in development of a feasibility study for a port upgrade pilot project in Belize, under OCPP.

Following your tender/ proposal for the Supply of technical advisory services in development of a feasibility study for a port upgrade pilot project in Belize, under OCPP to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and **Waste Recycling Environment Network PTY LTD** 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 deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to procure@cefas.co.uk at the above address within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[REDACTED]
[REDACTED]
Pakefield Road,
Lowestoft,
Suffolk,

NR33 OHT, UK

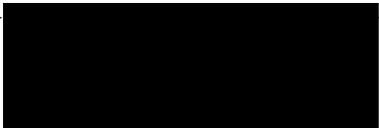
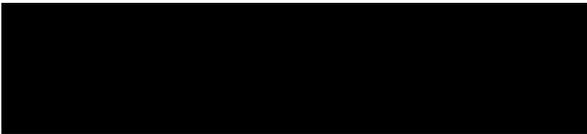
T: [REDACTED]

[REDACTED]

Order Form

1. Contract Reference	CEFAS23-74 Contract for supply of technical advisory services in development of a feasibility study for a port upgrade pilot project in Belize, under OCPP.	
2. Date	27 July 2023	
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	Waste Recycling Environment Network Pty Ltd 10 Hagelthorn Street, Farrer, 2607, Canberra, Australia ABN: 51 666 348 590	
4a. Supplier Account Details	[REDACTED]	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority. 2. Conditions and Annex 1 (Authorised Processing Template) with equal priority. 3. Annexes 4 (Tender Submission) and 5 (Sustainability). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	[None]
	Services	<p>To be performed at the Supplier's premises at:</p> <p>10 Hagelthorn Street, Farrer, Australia</p> <p>and in locations in Belize as required including the participating laboratories.</p>
7. Specification	The specification of the Deliverables is as set out in Annex 2.	

<p>8. Term</p>	<p>The Term shall commence on 24 July 2023 or as close as is possible (the Start Date)</p> <p>and the Expiry Date shall be 23 July 2024 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Contract may be extended for two further periods of 6 months, by giving not less than 1 months' notice in writing.</p>	
<p>9. Charges</p>	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p>	
<p>10. Payment</p>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Finance@cefas.co.uk</p> <p>Alternatively, you may post to: Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <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 with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	
<p>11. Authority Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be</p> <p>████████████████████ ████████████████████ ████████████████████</p>	
<p>12. Address for notices</p>	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Attention: ████████████████████ ██████████ ████████████████████</p>	<p>Supplier:</p> <p>Waste Recycling Environment Network 10 Hagelthorn Street, Farrer, Australia</p> <p>Attention: ████████████████████ ██████████ ████████████████████</p>

13. Key Personnel	Authority: Cefas Pakefield Road Lowestoft Suffolk NR33 0HT 	Supplier: Waste Recycling Environment Network 10 Hagelthorn Street, Farrer, Australia 
14. Procedures and Policies	<p><i>For the purposes of the Contract the applied Policies and procedures are available at: Policies, plans, reports and quality - Cefas (Centre for Environment, Fisheries and Aquaculture Science)</i></p> <p><i>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</i></p>	
15. Limitation of Liability	See Clause 12.1	
16. Insurances	<p>The Supplier shall hold the following insurance cover for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover of not less than £500,000; - Public Liability insurance with cover of not less than £500,000; - Workers Compensation insurance with cover (for a single event or multiple with an aggregate) of not less than £5million; 	
Signed for and on behalf of the Supplier		Signed for and on behalf of the Authority
Name: 		Name: 
Date: 27/07/2023		Date: 27 July 2023
Signature: 		Signature: 

Annex 1 – Authorised Processing Template

NOT USED

Annex 2 – Specification

1.1. Ocean Country Partnership Programme (OCP)

The [Ocean Country Partnership Programme](#) (OCP) was announced this year as a key bilateral aid programme under the £500m Blue Planet Fund. Through £5.7m of secured funding for 2021-22, the UK will work in partnership with at least six countries to deliver marine science technical assistance across the 3 core themes of marine pollution, biodiversity loss and supporting sustainable seafood. OCP objectives are to support countries to tackle marine pollution, support sustainable seafood practices and establish designated, well-managed and enforced Marine Protected Areas (MPAs).

In 2021-25, Cefas will lead delivery of the Marine Pollution and Sustainable Seafood themes of OCP, working in partnership with experts from the Joint Nature Conservancy Council (JNCC) and the Marine Management Organisation (MMO).

The OCP Marine Pollution strand will build on work in countries where Cefas and UK marine partnerships are already active, as well as forge new relationships in priority regions.

The OCP will begin by building on the successes of the Commonwealth Litter Programme (CLIP), using established foundations to expand technical training and capacity building in Overseas Development Assistance (ODA) eligible countries and foster collaboration internationally to tackle marine pollution.

2. Aims and Objectives

Through OCP, Belize wishes to further understand current capacity, and potential future development of ports and port facilities in-country.

Key challenges faced by Belize include the decentralized management of various port facilities by private sector entities, which would require the development of separate partnership arrangements for the investment in, and operation of, expanded and upgraded waste management facilities to ensure MARPOL (The International Convention for the Prevention of Pollution from Ships) compliance is achieved.

The scope of work required will encompass development and presentation of an understanding of the requirements and impacts of port upgrades to deliver MARPOL-compliant waste handling and management services, inclusive of understanding the potential ramifications upon stakeholders undertaking related maritime, coastal, and terrestrial activities.

3. Approach

Cefas requires the successful Tenderer to provide a Port Upgrade Project Feasibility Study, to determine the capacity of existing port operations and facilities, to incorporate MARPOL-compliant standards and practices into the available suite of services provided by port(s) activities in Belize.

The key areas to be covered by the Port Upgrade Project Feasibility Study include the following.

- Understanding MARPOL compliance requirements currently being met at each port potentially involved in the upgrade activities, and those as-yet unmet.
- Assessing operational and commercial realities and priorities of each port facility assessed for potential MARPOL compliance upgrades.

- Inventory of existing assets at each considered port facility which pertain to waste management practices and cargo throughput.
- Consultation of stakeholders adjacent to, or impacted by, port facility operations regarding potential consequences and impacts of MARPOL-compliant waste management facilities being included in port upgrade activities.
- Economic analysis upon both return-on-investment (ROI) rates for prospective upgrades concerning both capital and operational expenditures over the projected lifespan of the upgrades.
- Maritime connectivity, including both maritime and land transport associated with waste disposal from the relevant port(s) facilities.
- Marine environmental protection, waste remediation (inclusive of solid, liquid, and other hazardous wastes), and designation of relevant ecological risks.
- Professional training and education requirements to mainstream MARPOL compliance standards and practices.
- Understanding of potential impacts upon marine tourism, fisheries, and other maritime activities beyond the boundaries of the port(s) facilities; and,
- Safety of Life at Sea (SOLAS), national security, and surveillance and enforcement protocols in managing the offloading and disposal of materials from international vessels.

The work will consider the additional operational and regulatory activities across the varied stakeholders involved in interfacing with cargo, passengers, and the associated waste streams — both liquid and solid — which Belize may encounter, in the event MARPOL compliance standards are instituted domestically, with formulation of joint investment plans to bring port(s) facilities to a level of capability required.

Work will be predicated upon current expectations and regulatory priorities under formulation by the Belize Port Authority (BPA), inclusive of the forthcoming Maritime Policy, as well as the policies developed through the leadership of the Ministry of Blue Economy and Civil Aviation, waste handling, management, and disposal by port operators is subject to input and oversight from a variety of other stakeholders (see Annex 1 below).

The relevant policies, plans, laws, and regulations are included in Annex 2 below.

This work will also, necessarily, require consideration of any provisions included in the forthcoming national Marine Spatial Plan currently underway through the Maritime Technical Working Group/Committee in Belize.

4. Scope of Requirements

- a) a port(s) upgrade project feasibility study, inclusive of a needs & gap analysis, including assessment of, and consultation with, the necessary stakeholders involved in port operations and associated waste management/logistics.
- b) provide socio-economic and environmental assessment of the ramifications of increased activity within the maritime sector to accommodate MARPOL-compliant disposal and

remediation of waste materials in accordance with the provisions of the standards and guidelines ([International Convention for the Prevention of Pollution from Ships \(MARPOL\) \(imo.org\)](https://www.imo.org)).

- c) examine infrastructural interventions which may merit investment for introduction to port(s) facilities in Belize, inclusive of cost estimates and technology readiness level (TRL) of each potential intervention to achieve varied levels of MARPOL compliance.
- d) identify potential socio-economic and environmental impacts upon stakeholders including port(s) operators, and those in the vicinity of port(s) locations or peripheral spaces influenced by port(s) operators, in consideration of concurrent marine spatial planning being undertaken at a national level.
- e) determine capacity and interest in port(s) incorporating MARPOL-compliant waste management services as addendum to current business models.
- f) recognize potential efficiency improvements which may be realized with existing resources to improve functionality in lieu of increased MARPOL compliance accommodations across the port(s) operations.

Tenderers should provide a detailed timeline and Gantt chart in their bid outlining key tasks, milestones, and deliverable dates, with reasoning behind these suggestions.

5. Deliverables

The below sets out the minimum expected deliverables / examples of what may be included. The successful Tenderer will further define in their bid, what will be included in each of the deliverables to meet the key objectives and scope of work, and the reasoning behind this.

- a) **Inception Report** including for example, delivery timeframes of objectives, citing how conversations with stakeholders have informed these timelines.
- b) **A Feasibility Report** on upgrades of port(s) in Belize, detailing various considerations.
- c) **Intervention Assessment Report** for example on the impacts on various stakeholders of port facilities upgrades.

6. Location

The successful Tenderer will be expected to deliver the work through in-country visits to Belize, under the direction of the BPA and in close collaboration with Ministry of Blue Economy and Civil Aviation, as well as Cefas. In-person collaboration is essential for delivery of this work.

This should be considered in your bid submission, including plans / suggestions of the number of trips, durations, indicative dates etc., and all costs should be included in your bid in APPENDIX 6 – Pricing Schedule.

Final in-country trip details will be agreed with Cefas and key Belize partners once Contract has commenced.

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

2. Rates and Prices

Services Required	Qty	Unit of Measure	Cost	Total Cost	VAT
Deliverable a) Inception Report	1	Total Fixed Cost			
Deliverable b) 1 st Mission Plan + Travel costs	1	Total Fixed Cost			
Deliverable c) Consultation summary report	1	Total Fixed Cost			
Deliverable d) Draft Feasibility report and Intervention assessment report	1	Total Fixed Cost			
Deliverable e) Validated draft Feasibility report and intervention assessment report	1	Total Fixed Cost			

Deliverable f) Final Feasibility report and Intervention assessment report	1	Total Fixed Cost			
Option: Presentation to Donors at Maritime Committee sectoral Virtual Roundtable					
			Total Cost:	£86,150	NA

3. Payment Schedule

Milestone / Deliverable	Timeline	Payment Amount
- Milestone 1: Final Inception Report with deliverables, timelines, roles and support mechanisms.	Aug 2023	
- Milestone 2 & 3: Draft Concept Proposal/Implementation Plan & 1st Mission Plan	Sept 2023	
- Milestone 4: A brief consultation summary report on outcomes of the consultation and next steps.	Oct 2023	
- Milestone 5: Draft Feasibility/Intervention Assessment Report(s)	End Nov/ early Dec 2023	
- Milestone 6: A validated draft of the Feasibility/Intervention Assessment report(s) and a workshop summary/outcomes report	April 2024	
- Milestone 7 & 8: Final Feasibility/Intervention Assessment Report(s) and Final project implementation summary report.	March 2024	
- Presentation to Donors at Maritime Committee sectoral Virtual Roundtable	TBC	
TOTAL		

4. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

5. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

6. Electronic Invoicing

- 6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 6.2.1 the date of the invoice;
 - 6.2.2 a unique invoice number;
 - 6.2.3 the period to which the relevant Charge(s) relate;
 - 6.2.4 the correct reference for the Contract
 - 6.2.5 a valid Purchase Order Number;
 - 6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 6.2.7 a description of the Deliverables;
 - 6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 6.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 6.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 6.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 6.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 6.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Finance@cefasc.co.uk or Cefas, Pakefield Road, Lowestoft, Suffolk NR33 0HT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

Annex 4 – Tender Submission



WREN

The relevant principal areas of business activity and details of relevant, similar projects



1.2 – Business Experience

Please describe the relevant principal areas of business activity of your organisation and provide details of relevant, similar projects that you have undertaken in the past.

WREN is a startup with waste management and resource recovery consulting being its core technical offering. For this project, we are proposing a hand-picked collaborative team that brings a strong set of complementary strengths and experience to this project. Our team consists of an experienced team of both senior and sector-specific professionals and who have worked on key issues of direct relevance to the project, including port economics & infrastructure planning, port engineering & construction, sustainable development, waste management, research & policy development, ecosystem-based disaster risk reduction, and international maritime sector planning in Small Island Developing States (SIDS) globally.

Our proposed team includes an in-country coordinator with extensive on-ground experience working with stakeholders in Belize, led by the foremost waste data collection expert in the Pacific region with waste sector auditing experience at ports in Belize. The team benefits from the inclusion of a cross-sectoral sustainability and conservation policy specialist, alongside one of the leading global SIDS maritime transport researchers who is working closely with the Belize Ports Authority on IMO representation. Joined by a senior advisor in urban, port and transport economics, and a civil engineer with practical experience in port design and construction, they will bring real-world experience in determining feasible opportunities for a pilot port(s) upgrade project in Belize which fulfills the existing sustainable development requirements and international commitments under the MARPOL convention and relevant international frameworks and domestic legislation.

If successful, we propose to use this project as an example of South-to-South cooperation by bringing together stakeholders from the Pacific to the Caribbean, including oversight from world-leading expertise on climate resilient port infrastructure, waste management protocols for island nations, and sustainable maritime sector design. More importantly, it will strengthen collaboration and knowledge exchange between SIDS, where trade connectivity and port operations are of growing relevance from a development planning perspective in a global economy with increasingly standardized shipping requirements.

Key features of our proposal that we consider provide Cefas with excellent value for money include:

- The WREN consultant team has supported the national maritime sector development and strategic planning in **eight countries** in the Pacific (Fiji, Kiribati, Marshall Islands, Palau, Solomon Islands, Timor-Leste, Tonga, and Tuvalu) – *we can deliver this work in a highly efficient manner, drawing on existing expertise.*
- Our team brings a detailed **understanding** of the challenges, goals, limitations, and issues of cross-sectoral priorities and resource access and benefit sharing in SIDS, particularly in relation to coastal and marine activities and infrastructure. It is complemented by our understanding of both the waste management sector and the maritime governance structure in Belize - *we won't use time or money learning the background.*
- Our team has **existing knowledge** of approaches to working in SIDS (including LDCs – Least Developed Countries), with the challenges of infrastructure construction and maintenance in countries with small populations where economies rely upon port facilities with a range of limitations. Our hand-picked team brings unparalleled cross-disciplinary experience developing viable solutions for SIDS maritime sector development, including familiarity with current



scenarios in Belize - *we will focus on applying our knowledge to specific requirements rather than expending resources on completing background research.*

- We have **existing material** we can use to accelerate the development of the constitution and strategic plan and use these as guiding documents - *we will focus on updating existing information with project-specific requirements.*
- We have a balance of **specialist staff** (with extensive sectoral knowledge and experience) and supporting staff, with more than 90% of the project delivered by highly experienced team members - *we have the right people for each task with time allocations based on our knowledge of the situation and the issues that require consideration.*
- Various members of the consultant team have worked together for the last five years on numerous projects pertaining to conservation and sustainable development in SIDS. The project team leader, who has experience with over a dozen CEFAS projects, will guide the coordinated team members in delivering cross-sectoral outputs of the Port(s) Upgrade Pilot Project process in-line with CEFAS expectations. This prior experience includes **three** projects in Belize – *proposed team members have a history of working together to deliver project outcomes for Cefas.*

Our team has a deep understanding and appreciation of the social and cultural complexities of working in Belize (as well as similar challenges commonly faced across SIDS), coupled with extensive real-world practical experience and technical expertise. We are confident our team will deliver the requirements of this project in a timely and professional manner. We fundamentally understand what drives sustainable outcomes and how these complex sectors and communities function and work.

We are happy to discuss the methodology suggested in this proposal or potential changes to the scope if the price or proposed methodology is different from expectations. We have provided examples of direct relevant experiences to the project below.

Evidence of implementing similar projects in developing overseas locations

Our understanding of the scope is that the requirement of this tender is:

- a) To deliver a port(s) upgrade feasibility study which provides socio-economic and environmental assessment of the necessary actions required within Belize port facilities to accommodate MARPOL-compliant disposal and remediation of waste materials in accordance with the provisions of the convention standards and guidelines.
- b) Provide a supporting assessment report concerning the impacts prospective port(s) upgrade investments and activities may have upon various stakeholders within the vicinity and downstream logistics chain of port facilities in Belize.

The following are examples of our team's involvement in national-scale maritime policy in other countries (SIDs)

- 1) **Stakeholder consultation and coordination of maritime professionals across sectors:** Our consultant team members have been involved in the canvassing of interest, coordination of first meetings, creating and updating the register of relevant stakeholders, and supporting the development of documentation for integration into the port feasibility scoping activities in Belize. The countries where we have provided support include: Fiji, Kiribati, Marshall Islands, Palau, Solomon Islands, Timor-Leste, Tonga, and Tuvalu, as well as regional initiatives covering all Pacific Island Countries & Territories (PICTs) of Oceania. Having been involved in extensive maritime decarbonisation investment planning and infrastructure gap discussions



with multi-sectoral stakeholder groups in eight countries (SIDS) we understand the sensitivities involved in ensuring economic interests of members are considered and incorporate into our approach a response inclusive of ameliorating conflicts if/where they exist. We have taken several approaches, including engagement of maritime regulators in policy dialogues at the IMO level to ensure continued relationship building following initial meetings to ensure a strong and robust coordination mechanism is established to undertake the necessary scoping and assessment activities for prospective port infrastructure upgrades for MARPOL compliance and improved waste management.

- 2) **Development of infrastructure investment and strategic plans for national governments:** Members of our consultant team have undertaken the research and development of technology needs assessments, strategic plans, investment plans, and project design documents at the national level in the maritime sector for improved transport services in the aforementioned SIDS. Prioritising our understanding of the idiosyncrasies in national administrative and governance procedures allows us to readily comply with the requirements of the relevant departments, consultation requirements, and legalities of jurisdictions where we operate. We have included the scope for consultation of a local legal expert who understands jurisdictional processes and requirements to ensure any documentation we produce can be appropriately vetted. We have provided, below this section, referees from four national governments who can support our claims of involvement in their relevant maritime investment planning and policy development.
- 3) **Presentation and validation workshops:** Members of our consultant team have been involved in creating the communications and presentation materials to undertake awareness and validation events improving participatory action in sustainable development, waste management, and maritime transport activities and initiatives across SIDS. This has included writing statements and drafting presentations for various representatives of sectoral interests, preparing and coordinating meeting agendas, facilitating and moderating events, collecting notes from rapporteur activities, etc. We note that our involvement is limited to supporting all technical aspects of events, and coordinate with in-country focal points regarding the management of events themselves.
- 4) **Preparation and coordination of projects across sectors:** We remain connected and committed to supporting the countries where we work with delivering upon their commitments through coordinated action in regional and international policy fora, particularly in the IMO coordination efforts between SIDS. Our team members have been involved in the design and construction of various maritime assets, including port facilities and vessels, with experience in project delivery through completion, as well as coordination of preparatory work and enabling mechanisms.



Referees for this work

[REDACTED]

Evidence of working with government departments including overseas governments

All members of the WREN team for this project have worked on behalf of SIDS governments. Members were also responsible for preparatory project work with the Government of Belize, and continue to interact with governments across the globe in efforts to improve management of maritime activities and safeguard marine environments. Some examples of projects with governments have been included below.

- 1) **Government of Belize:** The team leader for this project has been working in Belize since 2019 on waste management and marine litter-related projects. The projects undertaken include:
 - a. *Waste characterisation study:* [REDACTED] led a team in 2019 that undertook waste audits in Belize which required coordination with GoB as well as the local governments across the country. The situation analysis also included extensive interviews with the recyclers, producers, civil society organisations and NGOs in Belize. The data generated as part of the waste audit was used to prepare the Belize Marine Litter Action Plan, of which forming an association is an action.
 - b. *Port Waste Facility Audits:* [REDACTED] led a team in 2019 that undertook a port waste reception facilities audit (PWRF) across all large and small ports in Belize. The results were the second piece of work that fed into the National Marine Litter Action Plan for Belize and various actions are currently underway.
 - c. *Preparation of Terms of Reference:* The entirety of the team was involved in the preparation of terms of reference for the Pilot Port(s) Upgrade Project and National Maritime Policy projects. This involved planning dialogues with the various GoB stakeholders, including private sector engagement to ensure the existing legislative and regulatory landscape was well-understood.
 - d. *Engagement with various departments in Belize:* Since the completion of initial data collection work, [REDACTED] has led various teams to continue engagement with different departments within the Government of Belize leading to the following key outcomes:
 - i. Commencement of a rural waste collection pilot in five communities in Belize
 - ii. Formalisation of Belize's participation in IMO negotiations in collaboration with other SIDs and Belize's participation in the last IMO steering committee meeting in Fiji
 - iii. Socialisation of the concept of a Waste Recyclers and Producers Association within GoB and securing in-principle support of various government agencies for the creation of such an organisation.



We have deep connections and networks within Belize that we can call upon to ensure the success of the project.

2) Governments in the Pacific and Caribbean:

The team of consultants has built its credibility through working with governments across the Pacific, Asia, Africa and the Caribbean over the past 30 years. Full details of our work with various governments can be found in relevant CVs. However, as per the detail below, our most recent and relevant projects and those that the project team has delivered together, as a team (for various donor-funded projects).

- a. *Two regional projects across the Pacific (current):* The Project Lead and Stakeholder Engagement and Maritime Policy Researcher have been engaged in projects with the World Bank undertaking extensive work with governments across the Pacific to identify the priority needs and capacity gaps in the sectors of fisheries, maritime transport and tourism. The result is a series of policy and training interventions to build capacity and support policy and legislative reform from a waste management perspective for the three sectors.
- b. *Clip Project:* The Project Lead undertook waste audits, stakeholder engagement, best practice interventions, training and engagement in Vanuatu and Solomon Islands in 2018-19 for the Clip Project for Cefas. The project resulted in a wealth of data generation and delivery of training and engagement across the region. It also led to the development of a waste management plan for Malaita province in the Solomon Islands and the data generated was used as the basis for the extension of the Single Use Plastic ban in Vanuatu
- c. *Nationally Determined Contribution Investment Plans & Project Pipelines:* Engaged through the Global Green Growth Institute, members of the core consultant team worked together on the delivery of national-level decarbonization pathways for all transport sectors (including maritime) in Fiji and Kiribati, with project scoping work, consultations, and a pre-feasibility report undertaken in Tuvalu. This included research and development, workshops with country stakeholders and the design and delivery of models for emission reduction scenario development and budgetary thresholds for undertaking necessary investment in the sector.
- d. *Country Coordination for 6PAC at IMO:* Through the Micronesian Center for Sustainable Transport, team members have supported both domestic and international maritime decarbonization efforts. This has involved organizing partnerships, economic and sustainability policy research both domestically and internationally, and drafting of technical papers, press statements, and presentations for country delegations. Team members working with MCST have provided additional decarbonization pathway development support to the host country of the Marshall Islands, as well as Palau and Tonga.
- e. *Port master planning, financial modelling, traffic forecasts, and cost-benefit analysis:* [REDACTED] has undertaken a variety of projects across the global South (Nigeria, Guinea, Cape Verde), including SIDS (Comoros, Tonga) where economic viability of maritime activities have been central priorities.
- f. *The Feasibility Study, Design, Implementation and Operation of Tibar Bay Port:* First ever Public-Private Partnership Project in Timor-Leste. The Concession Agreement (DBFOT) was signed on 3 June 2016 between the Government of Republic Democratic of Timor-Leste and Timor Port S.A (Bolloré Africa Logistics JV SDV Logistics TL). The construction of the port started on August 2018 and concluded on September 2022. The operation trial started on September 2022 and fully operational on November 2022.



- I. [REDACTED] has led a team of 4 engineers representing the Government of Timor-Leste to oversee the implementation of the project and ensure the constructions are up to world class standard. It includes designs review, quality control and assurance, ensure the implementation of Biodiversity Action Plan, Local content engagement and VGF disbursements.
- II. Engagement with various government institutions in Timor-Leste for Power connectivity, road access, water supply, customs, Firefighter, Minister of Health (Quarantine), Ministry of Foreign Affairs and Cooperation of Timor-Leste for the ratification of four principal conventions, and Naval forces.

For this project, we bring together [REDACTED] long-standing connections and work in Belize and combine it with [REDACTED] hands-on chief engineering experience in the design and construction of a SIDS port built in consideration of the ratified SOLAS, MARPOL, STCW, and COLREG conventions under the IMO. They will be supported by [REDACTED] multi-sectoral conservation work across SIDS, and [REDACTED] decades of engagement with SIDS on maritime development issues across the Pacific to offer a team that can deliver on the objectives of the project. Additional oversight may be supplied by [REDACTED] who will bring over a decade of experience in international port economics and development, with [REDACTED] in Belize, who has been the country coordinator in Belize for the previous CiP projects as well as being deeply engaged at the community level on various conservation, forestry, and climate change projects.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Various Cefas Program Managers – Contact details to be provided on request





Our relevant projects that the consultants have undertaken together in the past and their corresponding relevance in supplying experience for similar requirements are below:

	National-level sectoral planning	Working with governments	Working with the Government of Belize	Stakeholder engagement	Delivery of projects pertaining to maritime sector activities
Tibar Bay Port PPP Project (Timor-Leste)	●	●		●	●
National Transport Decarbonization Framework (RMI)	●	●		●	●
NDC investment plan & project pipeline (Fiji)	●	●		●	●
NDC investment plan & project pipeline (Kiribati)	●	●		●	●
NDC scoping & consultation pre-feasibility report (Tuvalu)	●	●		●	●
NDC Climate Promise Decarbonization strategy (Palau)	●	●		●	●
National Maritime Decarbonisation Framework (Tonga)	●	●		●	●
Development of National Maritime Policy & Pilot Port(s) Upgrade Project ToRs (Belize)	●	●	●	●	●
The WBG – Regional assessment of the scope scale of pollution from Fisheries, Maritime Transport and Tourism and future prospects		●		●	●
CLiP – Waste Audits in Vanuatu, Solomon Island, Vanuatu, Belize, South Africa		●	●	●	
CLiP – Port Waste Reception facility audits in Vanuatu, Solomon Island, Vanuatu, Belize, South Africa		●	●	●	●
Stakeholder engagement and waste collection pilot in Belize		●	●	●	
6PAC Coordination of IMO engagement & domestic policy support (Fiji, Kiribati, Marshall Islands, Solomon Islands, Tonga, Tuvalu)	●	●		●	●
F1F9 financial modelling (Comoros, Guinea, Nigeria)	●	●		●	●
PRIF Regional recycling network – Waste data collection and country readiness assessment - Tuvalu		●		●	
The World Bank– Waste data collection and country readiness assessment – Kiribati, Samoa, Tonga		●		●	
UNEP – Solid Waste Audit of Domestic, Commercial and Landfill - Palau		●		●	
SPREP – Feasibility study for the establishment or expansion of EPR in Vanuatu, Solomon Islands, Cook Islands		●		●	●

1.3 – Project Planning and Implementation

Please outline your intended implementation plan, referring to the following:

- **A project plan showing the implementation for each deliverable. It must include the core activities you will undertake to achieve delivery.**
- **Timescales for the entire project plan, with details relating to each deliverable.**
- **In-country communication plan, including any existing in-country stakeholder relationships.**

WREN has put together a consultant team that, if successful, is ready to deliver on the project to provide a feasibility study for a Pilot Port(s) Upgrade (hereafter referred to as “the study”) beginning in July. The team put forward for this project has availability to undertake the project and has signed collaborator agreements which are shared in Appendix A. We can commence with inception as soon as the contract is awarded.

We present below a detailed project plan and timeline that demonstrates not only our understanding of the complexity of the project but also our ability to meet those challenges and needs.

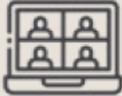
We have engaged a local coordinator, Giselle Mahung, with deep understanding and relationships with stakeholders in country who will be available to engage with GoB in person, from July. Being based in Belize means that she can be present to ensure all project requirements are being met and constant communication is taking place with the necessary in-country stakeholders.

Finally, our team is built with key sectoral review capacity in place, as this is a comprehensive, national-scale project, and internal collaborative review may ensure project outcomes can be met with confidence, and may complete the tasks in case of unprecedented circumstances.

We have built hold points within the project plan to ensure the consultant team, GoB and Cefas are on the same page throughout the project and that any risks, challenges and difficulties can be communicated and mitigated.

We have also proposed regular meetings of the project steering committee to ensure that the project stays on track and all obligations can be met on time.

We are happy to discuss the methodology suggested in this proposal or potential changes to the scope of the proposed methodology that is different from expectations.

Activity	Description
<p data-bbox="204 1552 437 1581">Inception meeting</p> 	<p data-bbox="523 1552 1390 1653">An inception meeting will be held between the project manager for Cefas and the WREN team to finalise the project scope, agree on timelines, approach, and deliverables.</p> <p data-bbox="523 1682 1390 1883">In the interest of time, WREN will circulate a full project plan before the inception meeting which may be amended and will be finalised after the meeting. The final project plan will be used as the basis for all project outcomes, monitoring timelines as well to seek any clarifications or modifications from the proposal. This includes the deliverable structure and agreement on an implementation plan with the GoB.</p> <p data-bbox="523 1912 1390 1998">We have a hold point that we believe will be crucial point of discussion for the two project teams to ensure that the project is going as per plan, as this is a sensitive project subject to strong collaboration within the</p>

Activity	Description
	<p>entirety of the national economy and all relevant industries engaged in maritime activities. We will seek to ensure that all decision-makers are in the room at the hold point meeting.</p> <p>Key consultant staff:</p> <p>This stage will be led by the team leader with participation from the in-country coordinator, the stakeholder engagement & policy researcher and insight of the technical consultants on the team.</p> <p>Outcome of this phase:</p> <p><i>Milestone 1:</i> Final inception report with deliverables, timelines, roles and support mechanisms. This will be an updated version of the project plan provided in this proposal.</p>
<p>Ongoing project management and communication</p> 	<p>Strong project management will be essential for the coordinated and timely completion of this project. Our team leader will lead the project from conception to finalisation. We have also nominated a local coordinator based in Belize to guide the project and act as the interface between GoB and our team concerning the resolution of any project-related matter immediately. We propose the formation of a project steering committee for the duration of the project that can meet regularly, with participation by the Ministry of Blue Economy and Belize Ports Authority leading the process.</p> <p>The team will have regular internal meetings (once per month, or more frequently as necessary) with 1-2 key team members from each organisation to set expectations, initiate work packages, gain feedback on progress and identify any risks to feasibility expected in delivery upon the report recommendations.</p> <p>The exact frequency of meetings can be mutually decided at the inception meeting, in line with the work plan and timeline for deliverables.</p> <p>We suggest a final presentation meeting to discuss the final project outcomes as specified in the milestones, in addition to the informal updates on the project provided through the planned monthly meetings.</p> <p>Key consultant staff:</p> <p>The team leader will continue to be the key point of contact. The local stakeholders can request a briefing from the country coordinator at any stage of the process with one day's notice.</p>
<p>Development of Concept Proposal and Implementation Plan</p> 	<p>The consultant team, having undertaken this process numerous times, has extensive experience in developing concept proposals and implementation plans. We will prepare a draft concept plan and work collaboratively with GoB at this stage to ensure all their requirements are incorporated into the preparatory document at this stage. As designed for the ToR, key priority areas for consideration in preparatory discussions will involve addressing questions around the following aspects of the project;</p> <ul style="list-style-type: none"> - a port(s) upgrade project feasibility study, inclusive of a needs & gap analysis,

Activity	Description
	<ul style="list-style-type: none"> - socio-economic and environmental assessment of the ramifications of increased activity within the maritime sector to accommodate MARPOL-compliant disposal and remediation of waste materials in accordance with the provisions of the standards and guidelines, - infrastructural interventions which may merit investment for introduction to port(s) facilities in Belize, inclusive of cost estimates and technology readiness level (TRL) of each potential intervention to achieve varied levels of MARPOL compliance. - identify potential socio-economic and environmental impacts upon stakeholders including port(s) operators, and those in the vicinity of port(s) locations or peripheral spaces influenced by port(s) operators, in consideration of concurrent marine spatial planning being undertaken at a national level. - determine capacity and interest in port(s) incorporating MARPOL-compliant waste management services as addendum to current business models. - recognize potential efficiency improvements which may be realized with existing resources to improve functionality in lieu of increased MARPOL compliance accommodations across the port(s) operations. <p>The planning process at this stage will include:</p> <ul style="list-style-type: none"> - Refining scope of deliverables and goals of the Pilot Port(s) Upgrade Project reports (as per GoB expectations) to support decision-making for instigating change, including participatory action. <i>(This may be subject to change as the consultations progress)</i> - Determine resourcing requirements, support from government, Cefas, etc. - Include alignment with current projects and programs for GoB - Identify key dates (ensuring no other major events etc overlap with proposed workshops/launch events, etc.) - Include other relevant information - Agree upon concept proposal and implementation plan, focused upon consultation and data collection, and drafting inputs - Once drafted, seek approval from the government through the existing process involving submission to the Maritime Technical Working Group/Committee. <p>The iterative information acquisition and report formulation process will involve circulation of stakeholder briefs according to GoB disclosure and public relations processes as required. This may ensure civil society and the identified private sector stakeholders are properly included as part of the consultation process. We believe this allows for the consultant team and the government to manage the narrative around the process to ensure port-related activities are all broadly understood by impacted stakeholders. Feedback on the process will be invited from stakeholders, and the consultancy team will add input to the draft accordingly.</p>

Activity	Description
<p data-bbox="204 293 488 394">Stakeholder consultation/dialogue – in country</p> 	<p data-bbox="523 241 871 271"><i>Milestone 3: 1st Mission Plan</i></p> <p data-bbox="523 293 1391 360">Using the Mission plan as a basis, the team will undertake extensive in-country consultations to achieve the following outcomes:</p> <ul data-bbox="571 376 1391 824" style="list-style-type: none"> - Prepare and consult all willing parties from the compiled list of port-related stakeholders in Belize - Ensure everyone's voice is heard and on-record - Provide the GoB with feedback on the current trends and thinking within the coastal management space on the existing and desired role of port facilities. - Provide feedback on the current level of engagement, coordination mechanisms, effectiveness, the extent to which they could be leveraged and areas of improvement identified/desired by port operators/end users. - Consolidated outputs, update concept plan and provide an addendum with consultant recommendations on how to proceed. <p data-bbox="523 840 831 869">Output from this phase:</p> <p data-bbox="523 884 1391 981"><i>Milestone 4:</i> A brief consultation summary report on outcomes of the consultation and next steps. This can be accompanied by an in-person meeting in the country if time permits.</p> <p data-bbox="523 996 1171 1025">This will also serve as Hold-Point 1 for the project.</p>
<p data-bbox="204 1048 360 1077">Hold point 1</p>	<p data-bbox="523 1048 1391 1144">An in-person or online session with GoB, Cefas and the consultant team to discuss the outcomes of stakeholder consultations. Consultants will present:</p> <ul data-bbox="571 1160 1391 1451" style="list-style-type: none"> - Present outline of clauses and provisions to include in the feasibility report/intervention assessment report based upon initial consultations, inviting GoB views on how to proceed with structural revisions and soliciting dialogue upon the draft reports when ready for stakeholder review - Identified risks and key issues based on consultations. - Any challenges that we can see with certain stakeholders and discuss mitigation strategies. <p data-bbox="523 1467 1391 1570">We will use this as an opportunity to work within the project team to discuss a way forward and make updates and changes to the initial concept plan if required.</p>
<p data-bbox="204 1592 504 1727">Formulate draft Pilot Port(s) Upgrade Feasibility/Intervention Assessment Report(s)</p> 	<p data-bbox="523 1592 1391 1794">Once a forward strategy has been finalised, the WREN consultant team will undertake the following steps to formulate the draft of the report(s). We note that this is an iterative process and feasible options must be laid out, with accompanying rationale where requested by GoB, before stakeholder review takes place for suggested revisions. The following activities will be undertaken at this stage:</p> <ul data-bbox="571 1809 1391 2022" style="list-style-type: none"> - Introduce working definitions for potential port upgrade interventions, - Incorporate reference to relevant rights and responsibilities laid out in related conventions, legislation, policies, and regulations, identifying under what legal instruments will be utilized for compliance of port(s) facilities,

Activity	Description
	<ul style="list-style-type: none"> - Advise upon cost-related factors associated with various upgrade options explored, and - Recommend structured timelines and strategies for implementing upgrades, detailing the expected impacts and resultant structural and behavioral changes required of various stakeholders to achieve MARPOL compliance within the upgraded port(s) facilities. <p>With a completed draft of the report(s), the Maritime Technical Working Group/Committee will be required to review prior to circulation to port operators and further public dissemination to civil society and private sector stakeholders:</p> <p>All supporting documents will be required for submission simultaneously as annexures, allowing for the addition of material for inclusion to support port upgrade interventions in iterative draft formulation.</p> <p>The delivery of the reports will be followed by a validation workshop with the stakeholders (see next step). However, the mission planning for the workshops will be done upon liaison with the GoB on necessary review periods.</p> <p>The completion of all preparatory stakeholder consultation reporting and the drafting of the feasibility/intervention assessment report(s) are the concrete deliverables at this stage. We will use this to discuss with GoB any perceived risks after having collected stakeholder input. The report(s) should be in completed draft stage at this time and this will serve as the object of review in case the policy needs to be steered in a different direction. The workshop and stakeholder review period proposed in the following steps serve as an important point of discussion with GoB at this hold point</p> <p>Outcome of this phase Milestone 5: Draft Feasibility/Intervention Assessment Report(s)</p>
Undertake Stakeholder Review Process	<p>The review process of the draft reports(s) is expected to take time for all sectoral stakeholders to review. However, once the review process is complete, the consultant team will undertake a series of review exercises and propose alternate options as needed.</p> <p>We have allocated travel for two consultants, the Team Leader and the Port Design & Infrastructure Engineer to ensure any requirements of the planned validation workshop setup can be completed in-country (as needed), with the support of the local coordinator, and further technical issues may be addressed.</p> <p>Outcomes of this stage: <i>Milestone 6:</i> Record of stakeholder comments on draft feasibility/intervention assessment report(s) for validation, and validation workshop agenda/in-country mission plan</p>
Hold Validation Workshop	<p>Once the options draft has been finalised and validated by the GoB, the validation workshop can be formally convened.</p> <p>The GoB and Cefas may determine the appropriate scale of the event and scope of public notification appropriate for the venue and discussion.</p>

Activity	Description
	<p>We have allocated time for the consulting team to prepare material for the event including briefings, material for social media, public awareness material, etc.</p> <p>This Outcome of this stage:</p> <p><i>Milestone 7:</i> A validated draft of the Feasibility/Intervention Assessment report(s) and a workshop summary/outcomes report</p>
<p>Final Reports</p> 	<p>The consultant team will continue working with the Maritime Technical Working Group/Committee to finalise the report for review and summative discussions concerning next steps regarding the prospective Port(s) Pilot Upgrade options. It is anticipated this will be a guiding document that will enable subsequent business case development and inform further port infrastructure design, investment, construction, and operational decisions.</p> <p>The consultant team will provide Cefas with the feasibility report, along with an intervention assessment report evaluating socio-economic and environmental dimensions of consideration to stakeholders and the potential costs/benefits and environmental impacts of upgrade options.</p> <p>At this stage, we will also prepare a brief final report that summarises the various steps undertaken from the beginning of the project and the relevant outcomes, lessons learned and other reportable outputs.</p> <p>Outcomes of this stage:</p> <p><i>Milestone 7 and 8:</i> Final Feasibility/Intervention Assessment Report(s) and Final project implementation summary report.</p>



The timeline for the delivery of different stages of the project is provided below:

		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
1. Inception Meeting	Contract Preparation & Review																			
	Inception Meeting - Finalise and agree upon the timeline, goals, etc of the project plan presented below.																			
	Inception Report – drafting, internal review, responses																			
	Milestone 1: Final Inception Report with deliverables, timelines, roles and support mechanisms		📄																	
2. Development of Concept Proposal and	- Remote stakeholder consultations for Concept Proposal and Implementation Plan refinement																			
	- Concept Proposal/Implementation Plan Draft																			
	- In-Country Mission travel planning																			
	- Coordination for site visits, stakeholder consultations, and other in-country mission-activities																			
	Milestone 2 & 3: Draft Concept Proposal/Implementation Plan & 1st Mission Plan			📄																
3. Stakeholder consultation/dialogue – In Country	- Site Visit - Assessment of port(s) readiness for investment (frame for need and gap analysis on capital and operational expenditures to be included in final feasibility report, including collection, analysis, and incorporation of feedback into cost-benefit analysis of upgrade options																			
	- Debrief & Mission Report																			
	Milestone 4: A brief consultation summary report on outcomes of the consultation and next steps.				📄															
4. Formulate draft Pilot Port(s) Upgrade	- CEFAS/GoB checkpoint assessment & review of stakeholder consultation outcomes																			
	- Feasibility/Intervention Assessment Report(s) Draft (first internal iteration)																			
	- Draft review/comment/addition process																			
	- Internal revisions of Feasibility/Intervention Assessment Report(s) Draft																			



		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
	- CEFAS/GoB checkpoint assessment & review of stakeholder consultation outcomes																			
	Milestone 5: Draft Feasibility/Intervention Assessment Report(s)																			
5. Formulate draft National Maritime Policy	- Provide time for all sectoral stakeholders to review the draft policy and deliver comments.																			
	- Undertake feedback review exercises and incorporate proposed revisions as alternate options.																			
	- Additions from maritime sector specialists for stakeholder consideration.																			
	- Plan validation workshop																			
	- GoB and Cefas advise appropriate scale of the event and scope of public notification appropriate for the venue and discussion.																			
	- Prepare material for the event including briefings, social media, public awareness material, etc.									X										
	- Enable alternative means of review and validation for stakeholders (depending on local conditions/appropriateness of timing of the review process and workshop, receive questions/feedback from stakeholders unable to attend).									X										
	- Once the options draft has been finalised and validated by the GoB, the validation workshop can be formally organized and all event details finalized.											X								
	- Team Lead coordinates Validation workshops, with team members participating remotely for sectoral feedback and response to validation topics.											X								
	Milestone 6: A validated draft of the Feasibility/Intervention Assessment report(s) and a workshop summary/outcomes report																			
6. Final Reports	Include final socio-economic and environmental counterfactual scenarios for options presented in the cost-benefit analysis in consideration of port(s) interest and capacity to incorporate MARPOL-compliant facilities/practices into services offered within the jurisdiction of Belize.																			



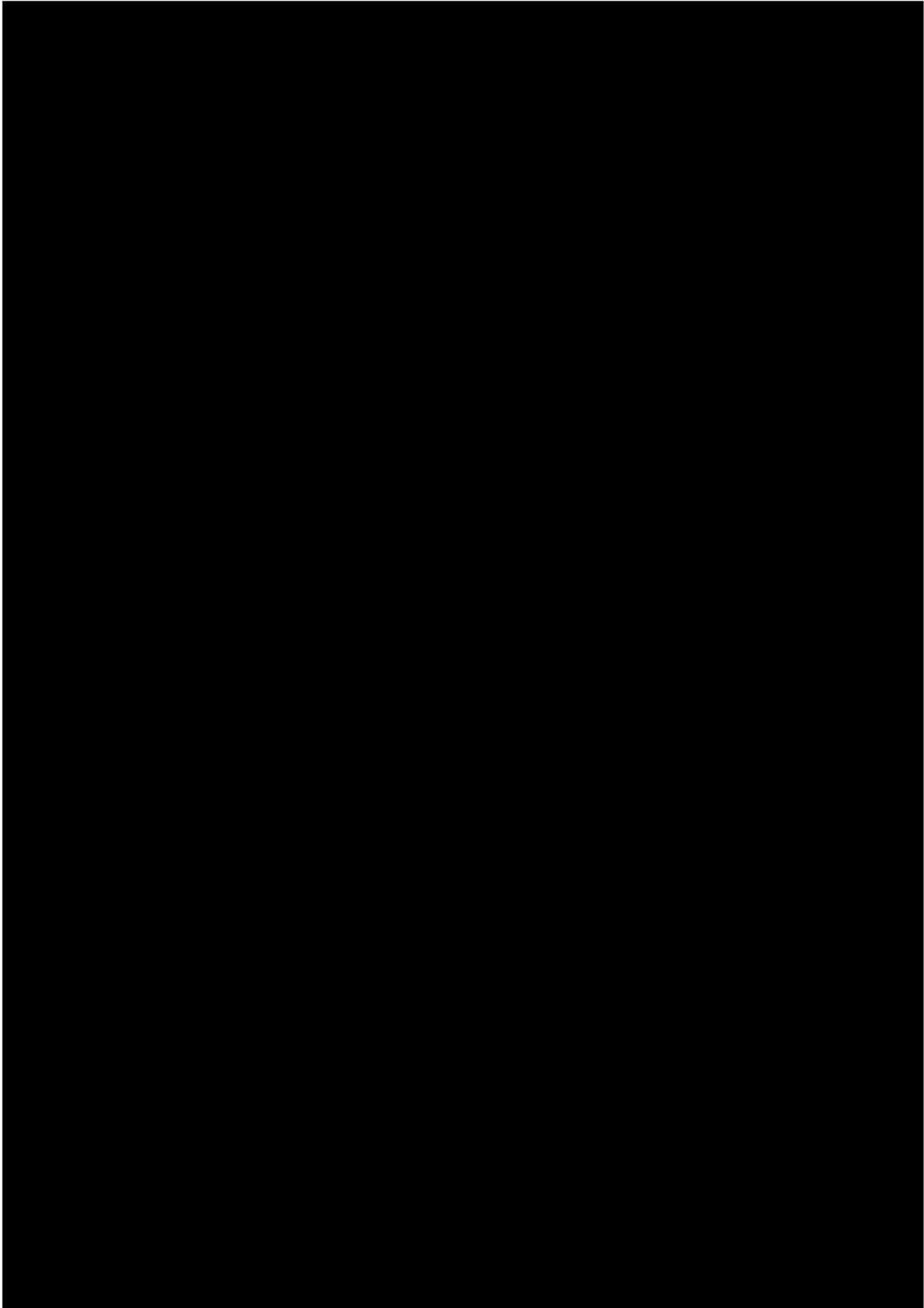
		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
	Internal review of Final Feasibility Study																			
	Milestone 7 and 8: Final Feasibility/Intervention Assessment Report(s) and Final project implementation summary report.																			

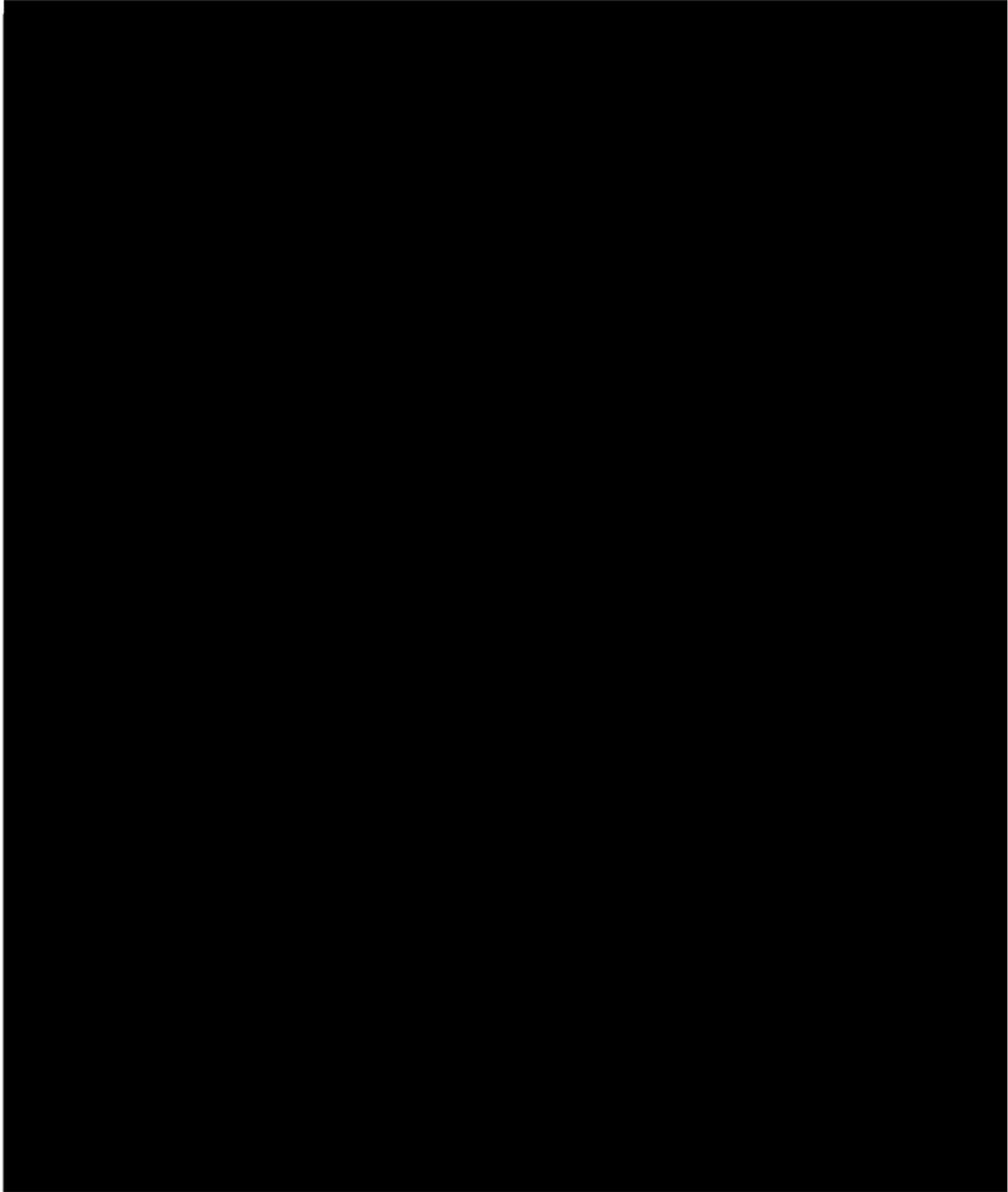
Summary of milestones and timeline is provided below. Milestones can be adjusted based on the project and deliverable planning and client feedback.

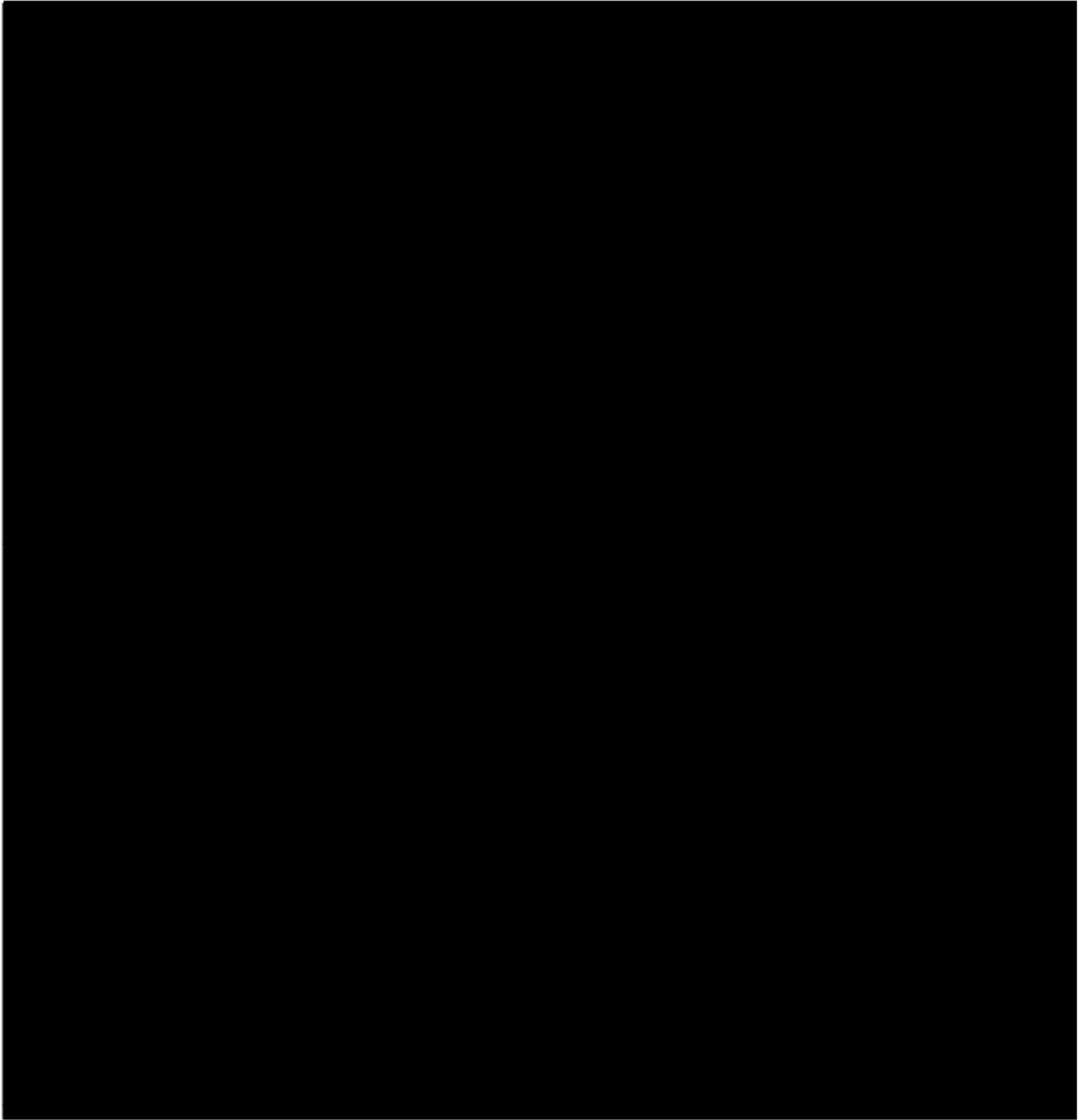
Milestones	Timeline
Milestone 1: Final Inception Report with deliverables, timelines, roles and support mechanisms.	August 2023
Milestone 2 & 3: Draft Concept Proposal/Implementation Plan & 1st Mission Plan	September 2023
Milestone 4: A brief consultation summary report on outcomes of the consultation and next steps.	October 2023
Milestone 5: Draft Feasibility/Intervention Assessment Report(s)	December 2023
Milestone 6: A validated draft of the Feasibility/Intervention Assessment report(s) and a workshop summary/outcomes report	April 2024
Milestone 7 and 8: Final Feasibility/Intervention Assessment Report(s) and Final project implementation summary report.	May 2024



Appendix A









1.4 – Project Team and Delivery (20)

Please provide detailed proposals for how you would plan, monitor, report, and deliver projects which may arise from the Contract. This would include how you would manage the relationship with Cefas and your team structure.

The WREN consulting team proposed for this project is a multi-disciplinary team of professionals offering practical ‘hands-on’ experience and expertise in waste management and resource recovery that specialises in working with regional, rural, remote and indigenous communities across the globe. Specifically, our team members have been involved in the maritime sector planning for eight countries within the region (Fiji, Kiribati, Marshall Islands, Palau, Solomon Islands, Timor-Leste, Tonga, and Tuvalu).

Members of the proposed team have worked together on various projects, overlapping in their professional areas of expertise, including the most recent project to devise terms of reference for the Maritime Policy position, and Pilot Port(s) Upgrade Project for Cefas. We adopt a bottom-up approach, based on ascertaining facts, collecting data, and leveraging these and recommending practical yet innovative outcomes. We seek in all our projects to develop in consultation with stakeholders socially responsible, economically viable, environmentally sustainable, and politically acceptable outcomes for present and future generations.

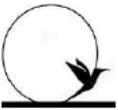
We have a deep understanding of the deliverables the project is seeking. We are familiar with not only the challenges faced by Belize, the port facility constraints impacting the economy, and the extant infrastructural and operational requirements. More importantly, we understand the practical issues and considerations needed in consideration of the feasibility of port upgrades due to the socio-economic and environmental challenges faced by the country and the communities of which it is comprised.

For this project we have assembled a team of highly diverse and experienced practitioners with discreet project leads in the areas of port infrastructure design, construction, and economics, cross-sectoral stakeholder consultation, and broad maritime sector project and policy guidance. Our team brings a collective of more than 70 years of professional experience, centered around time spent working in SIDs. The key consultant team has been selected to provide holistic coverage of the various aspects of port infrastructure upgrades in consideration of broader maritime sector planning and waste management practices, joining climate mitigation & adaptation, ecosystem-based disaster risk reduction, and shoreside infrastructure investment and economics. Our unique team comprises:

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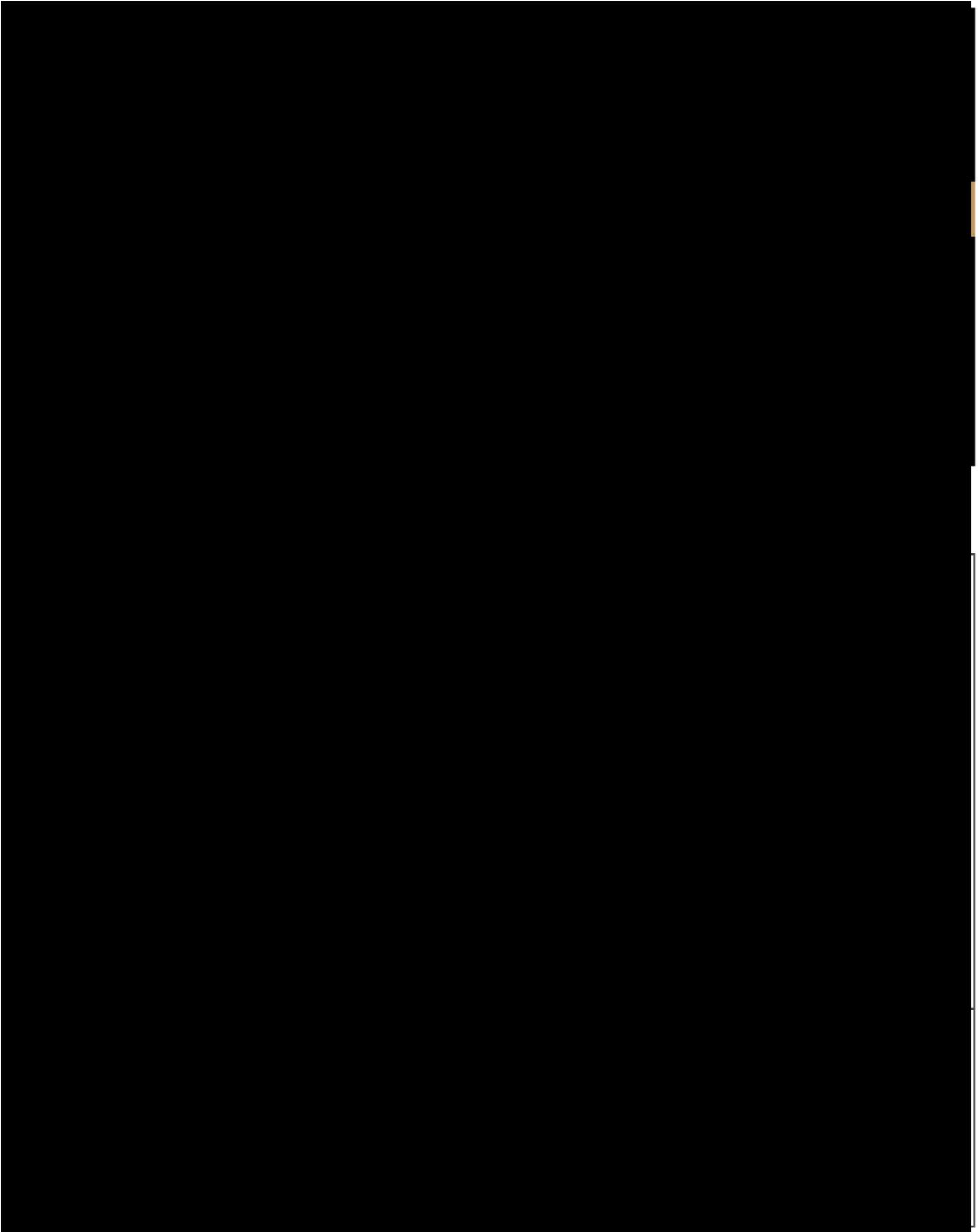
Name	Key Deliverables	Qualifications and relevant experience
[REDACTED]	[REDACTED]	[REDACTED]

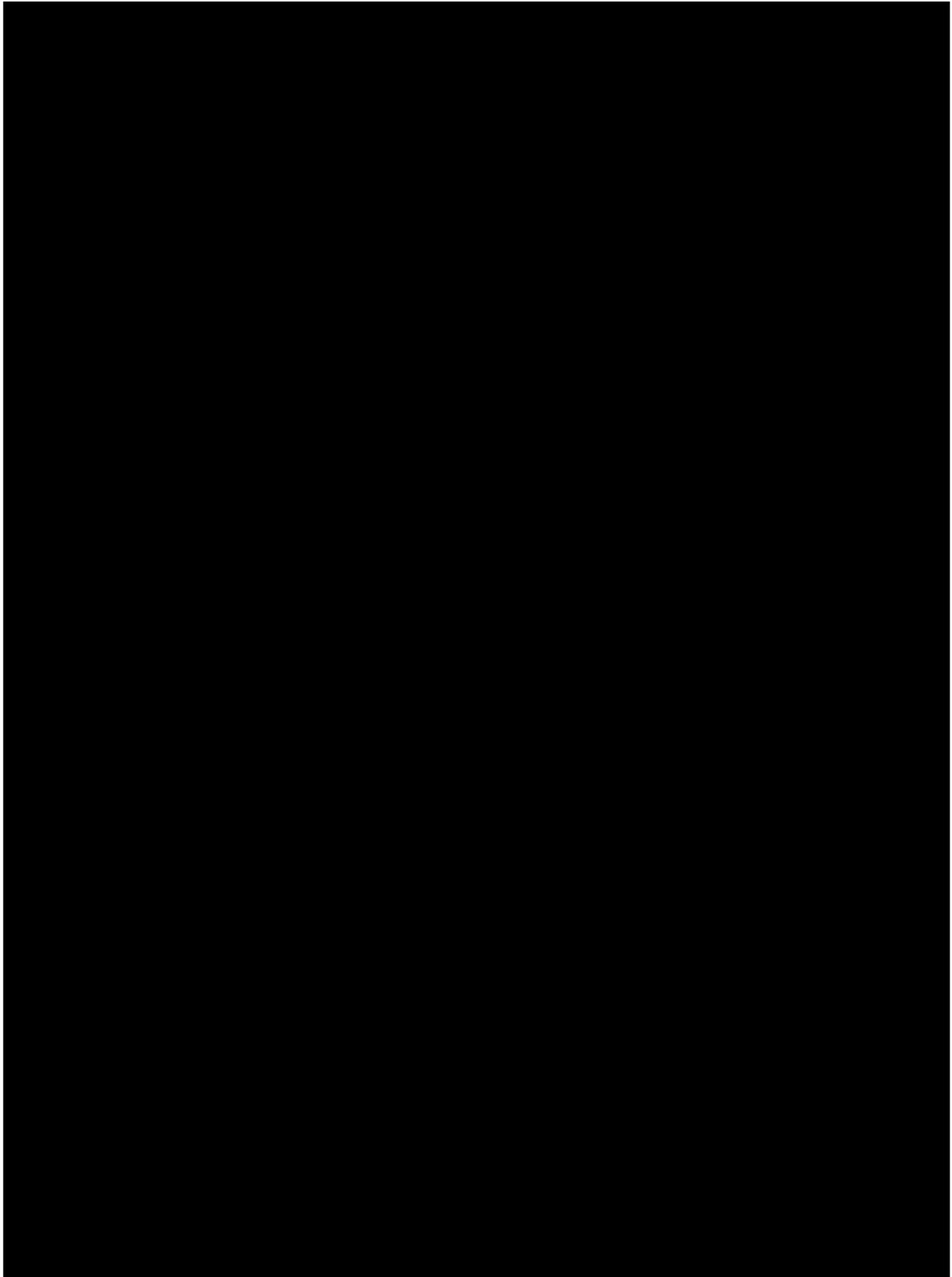


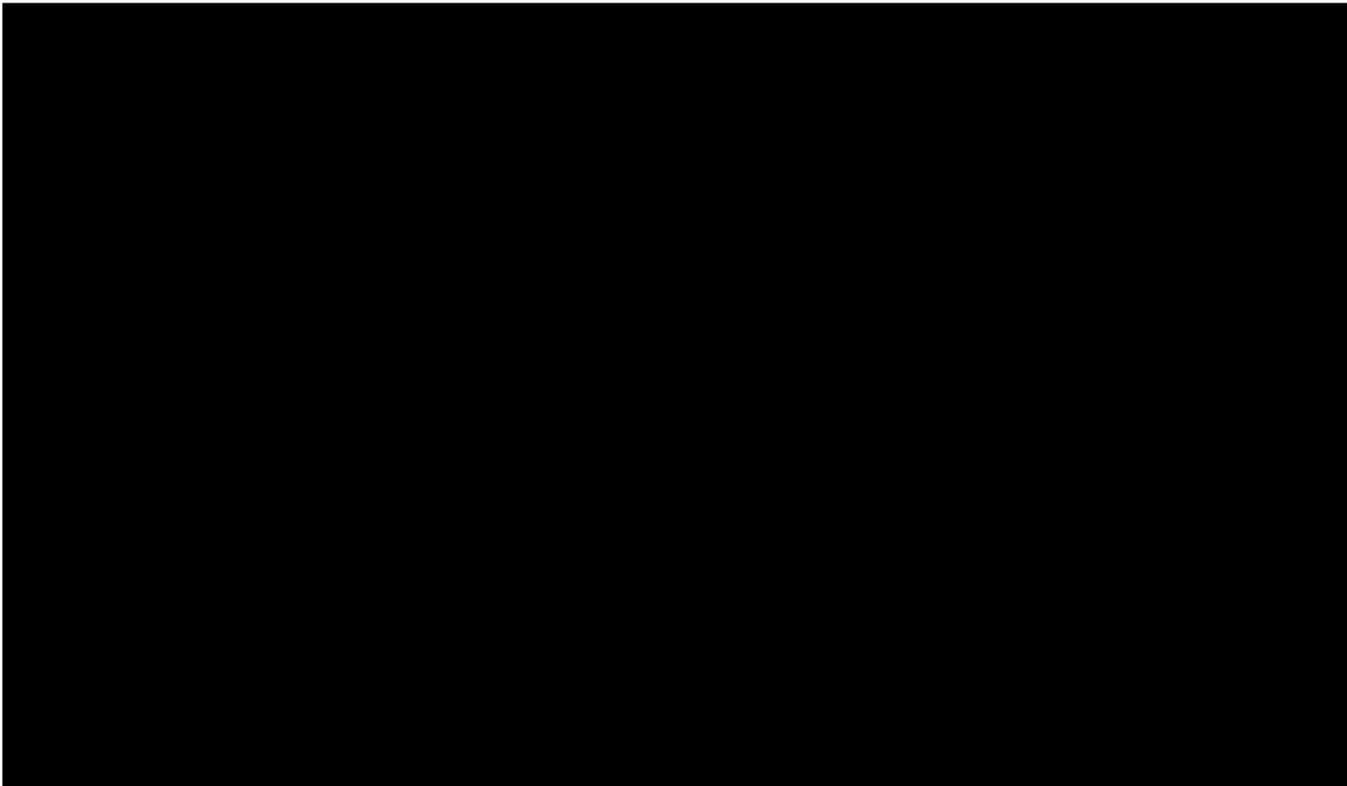
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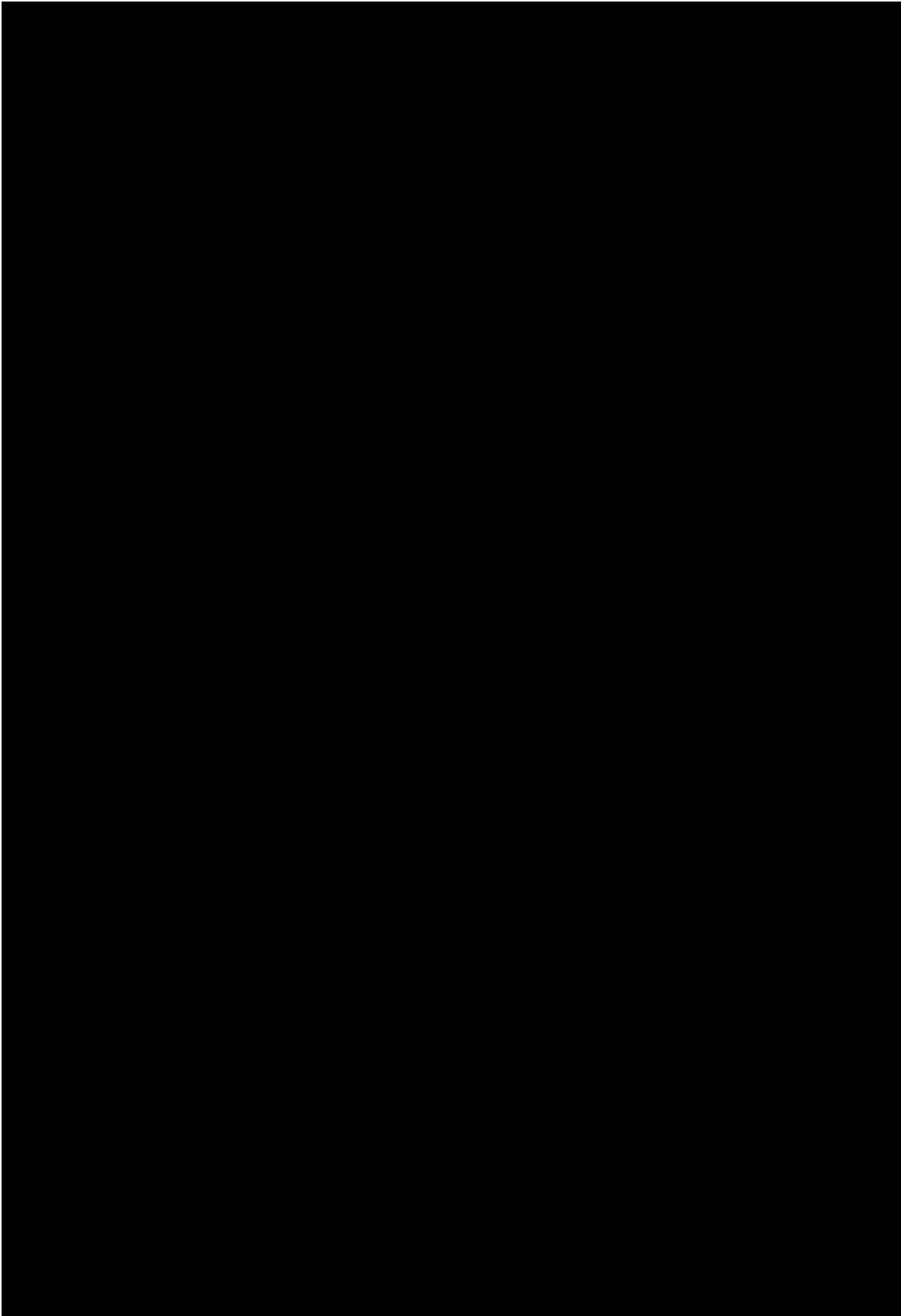


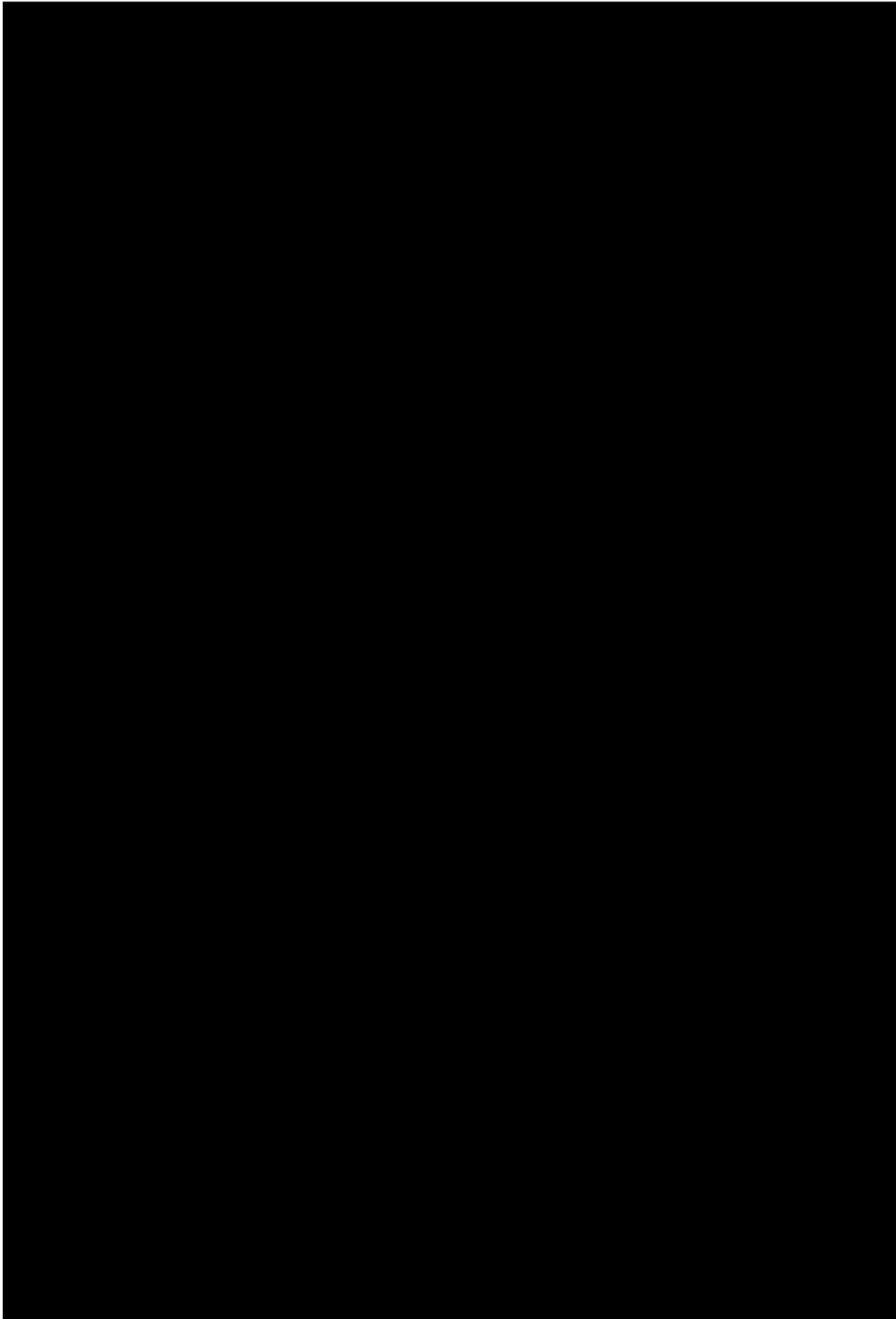
Team organogram

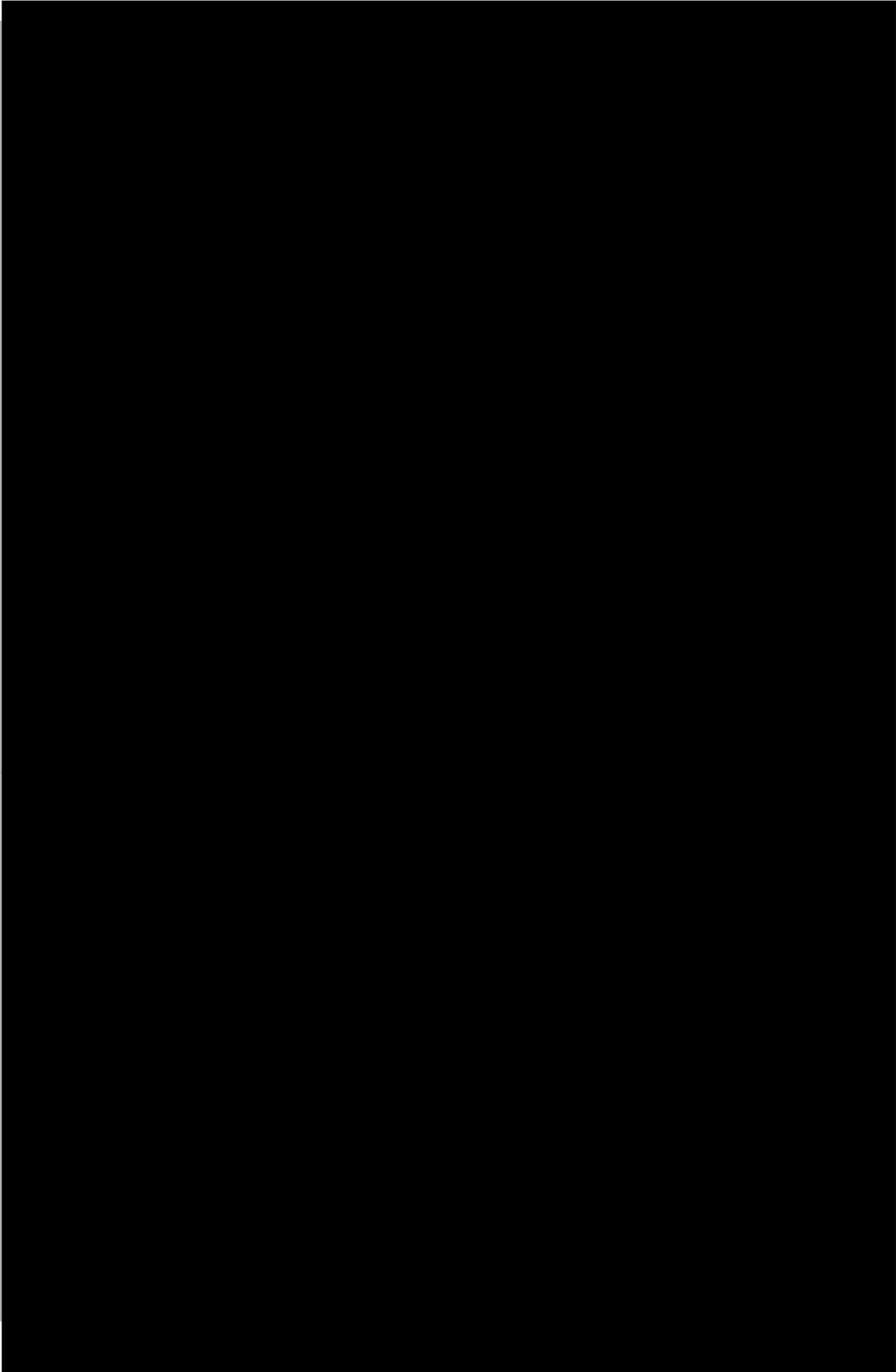


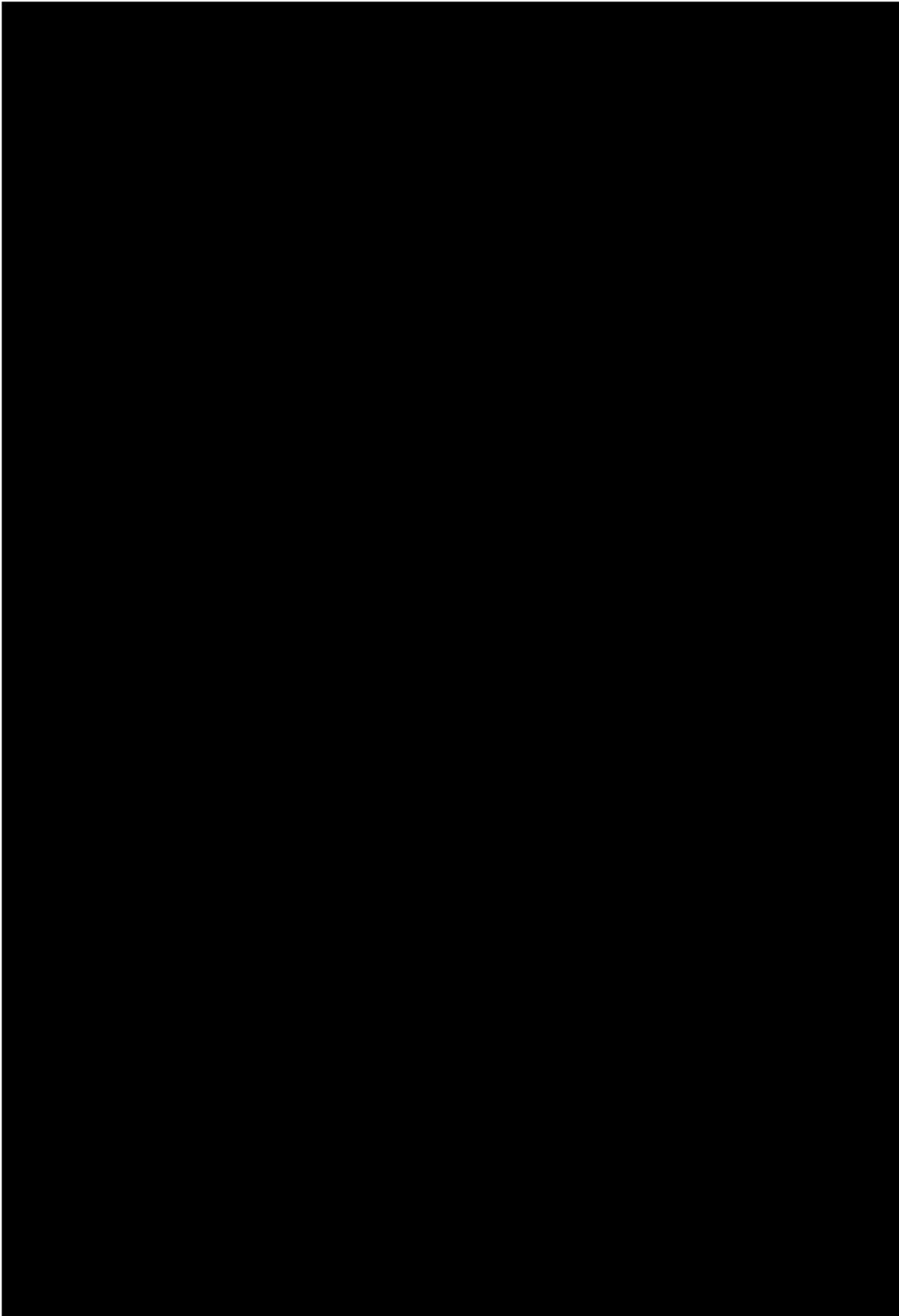


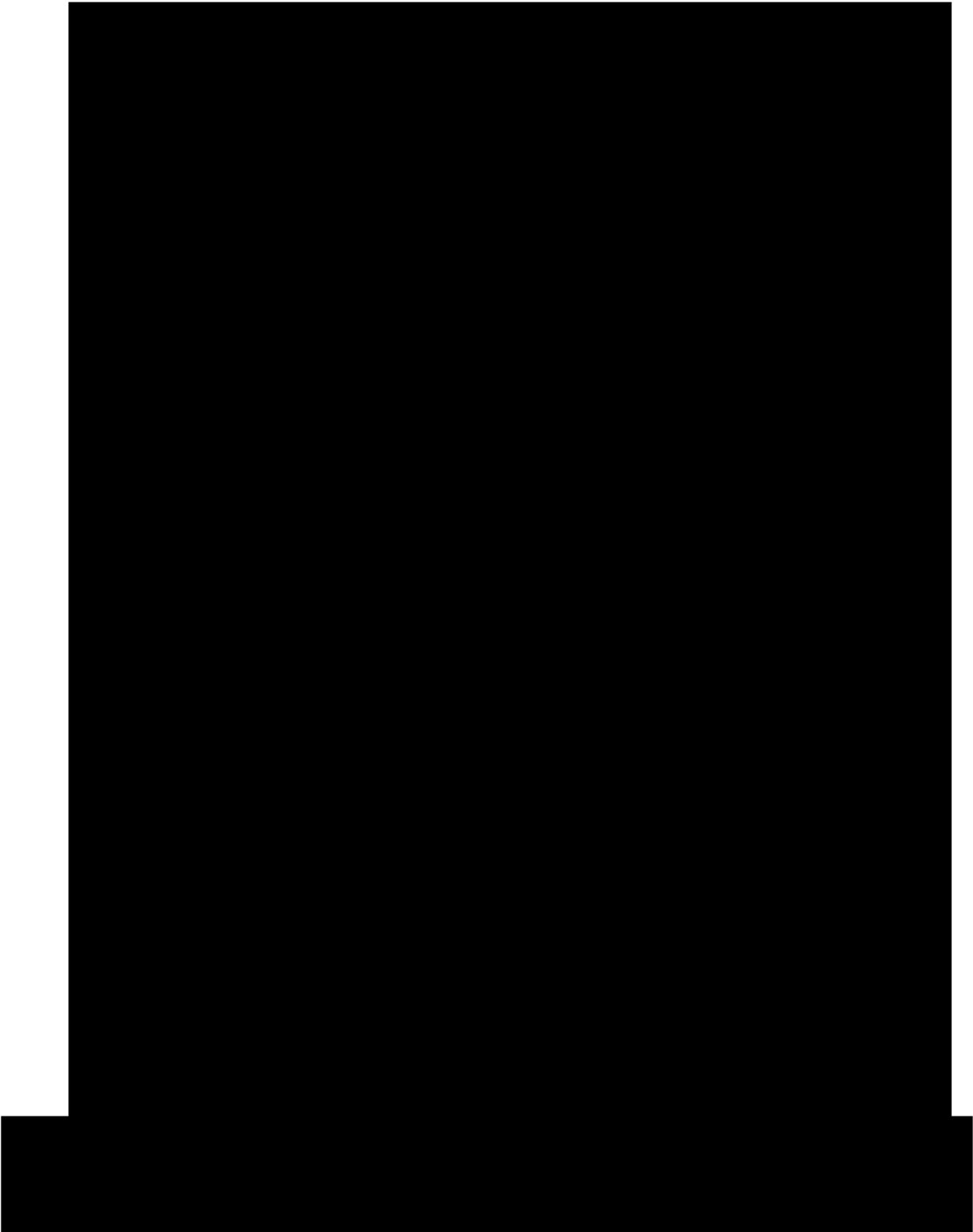


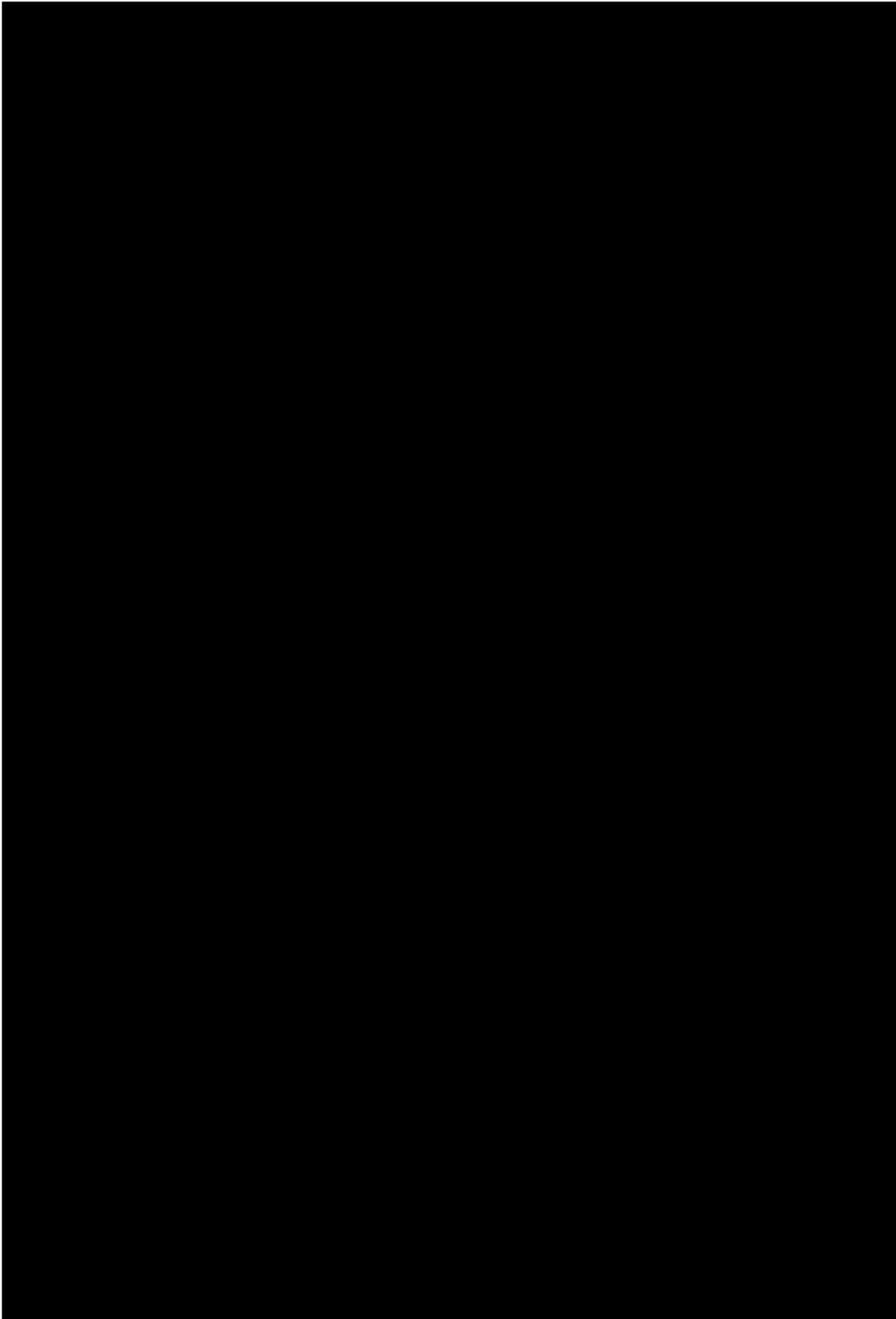


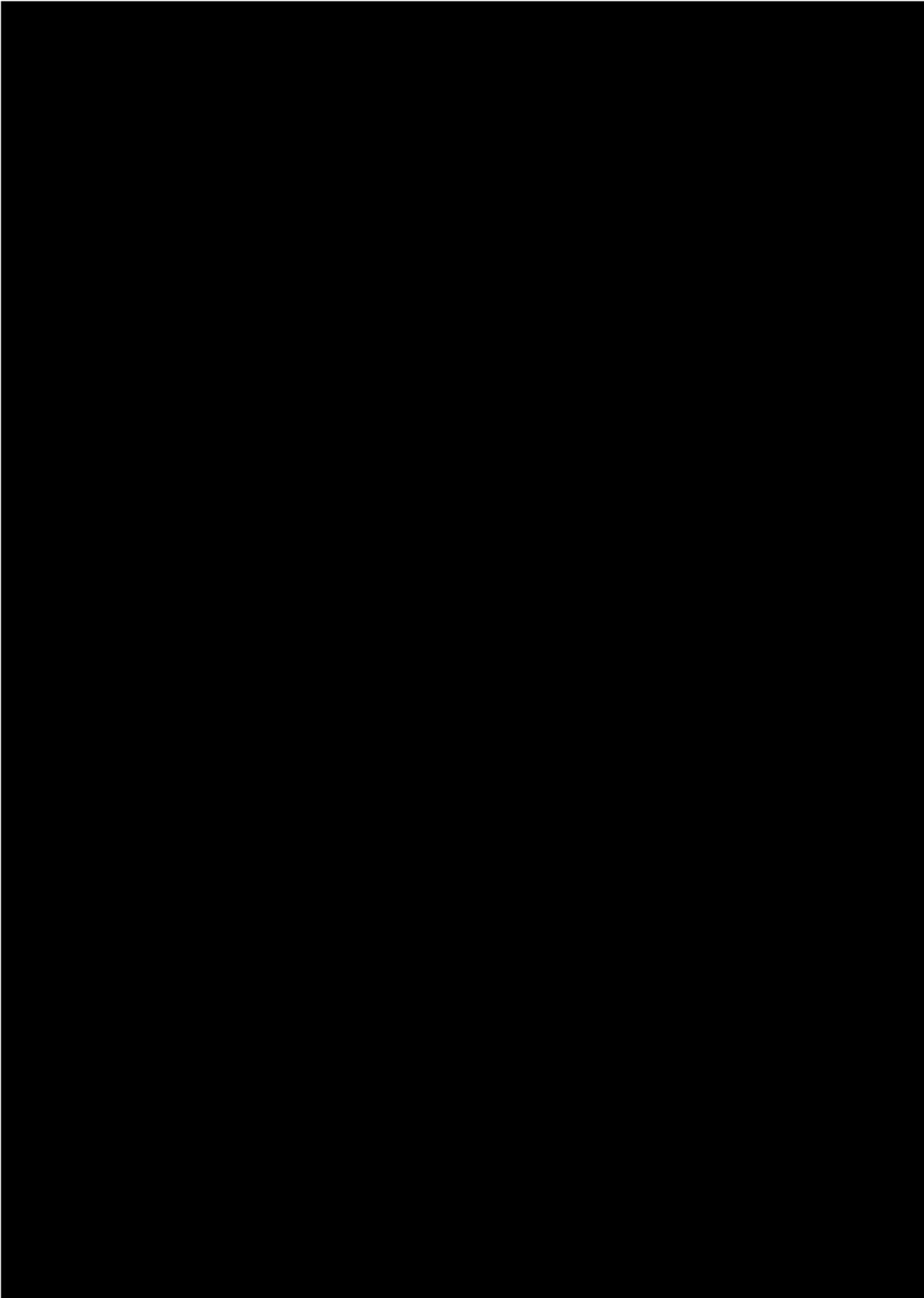


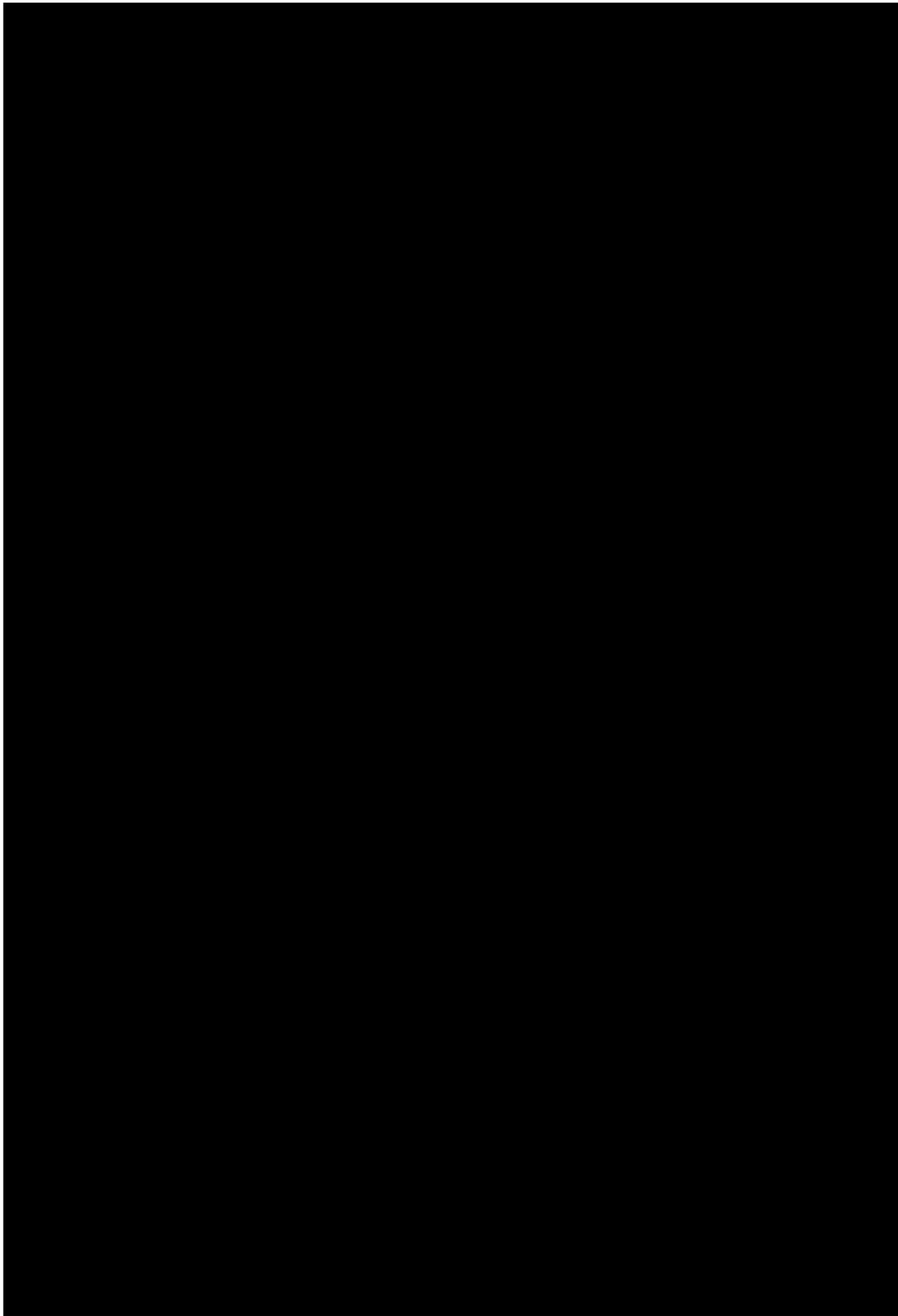


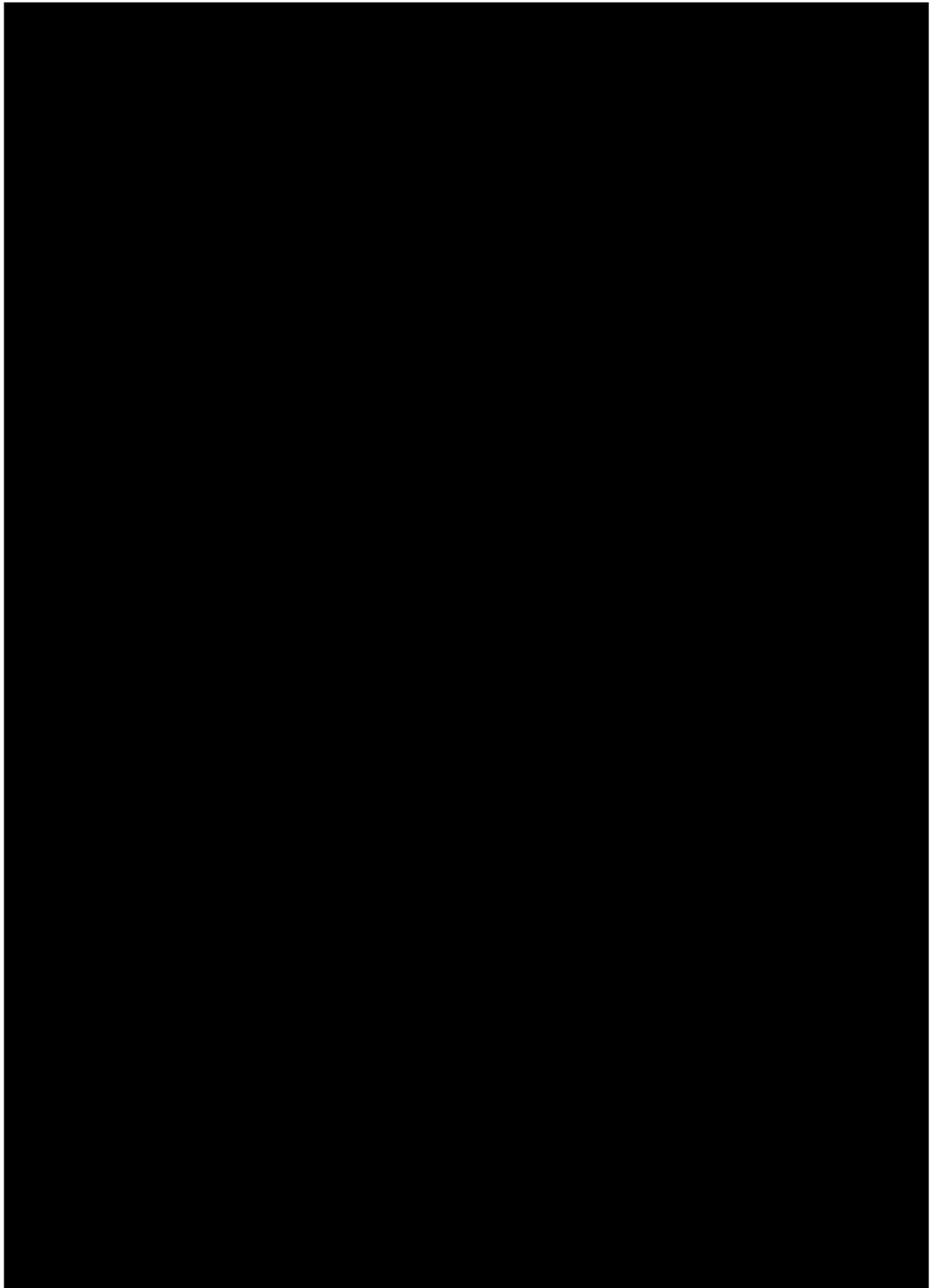


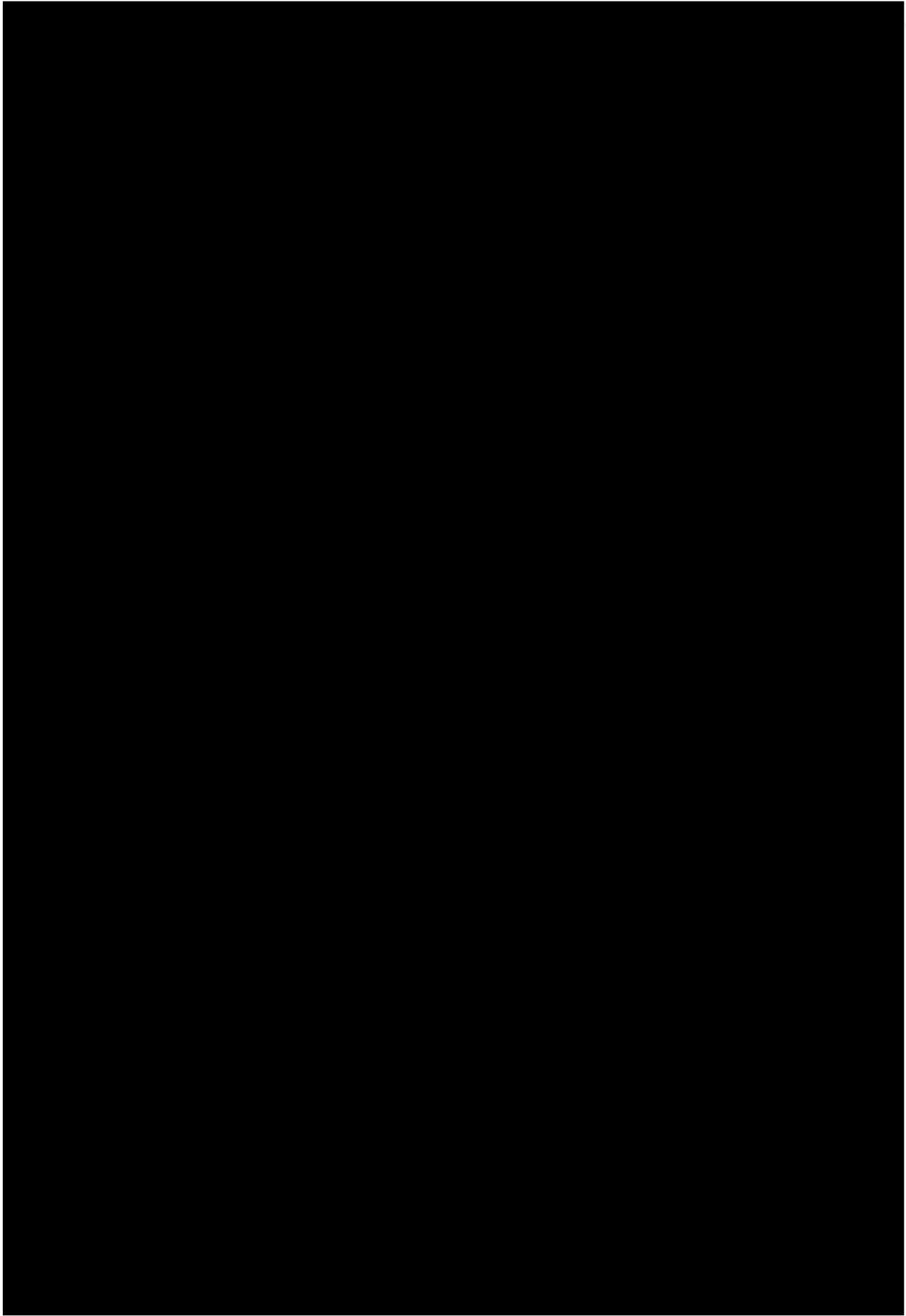


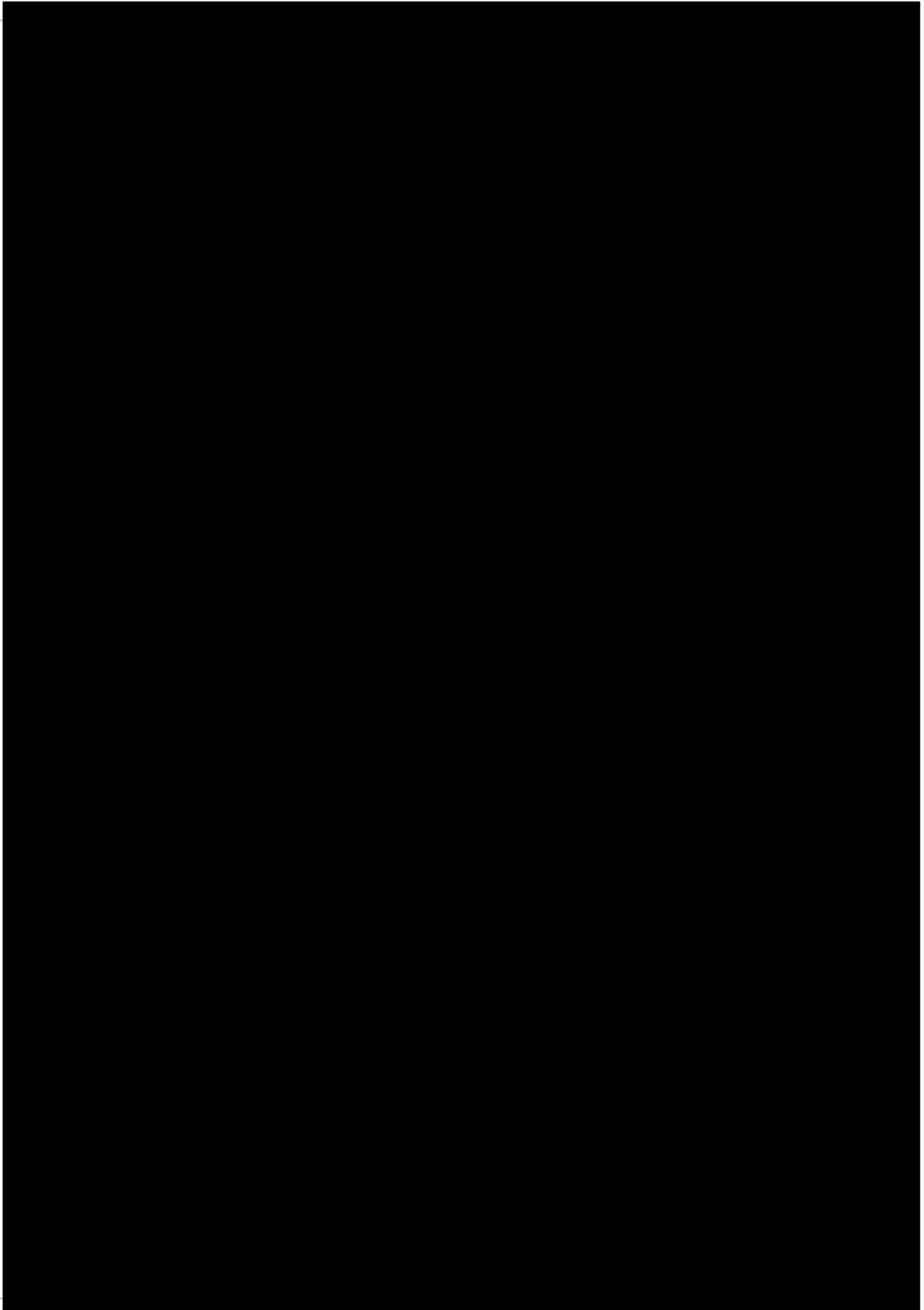


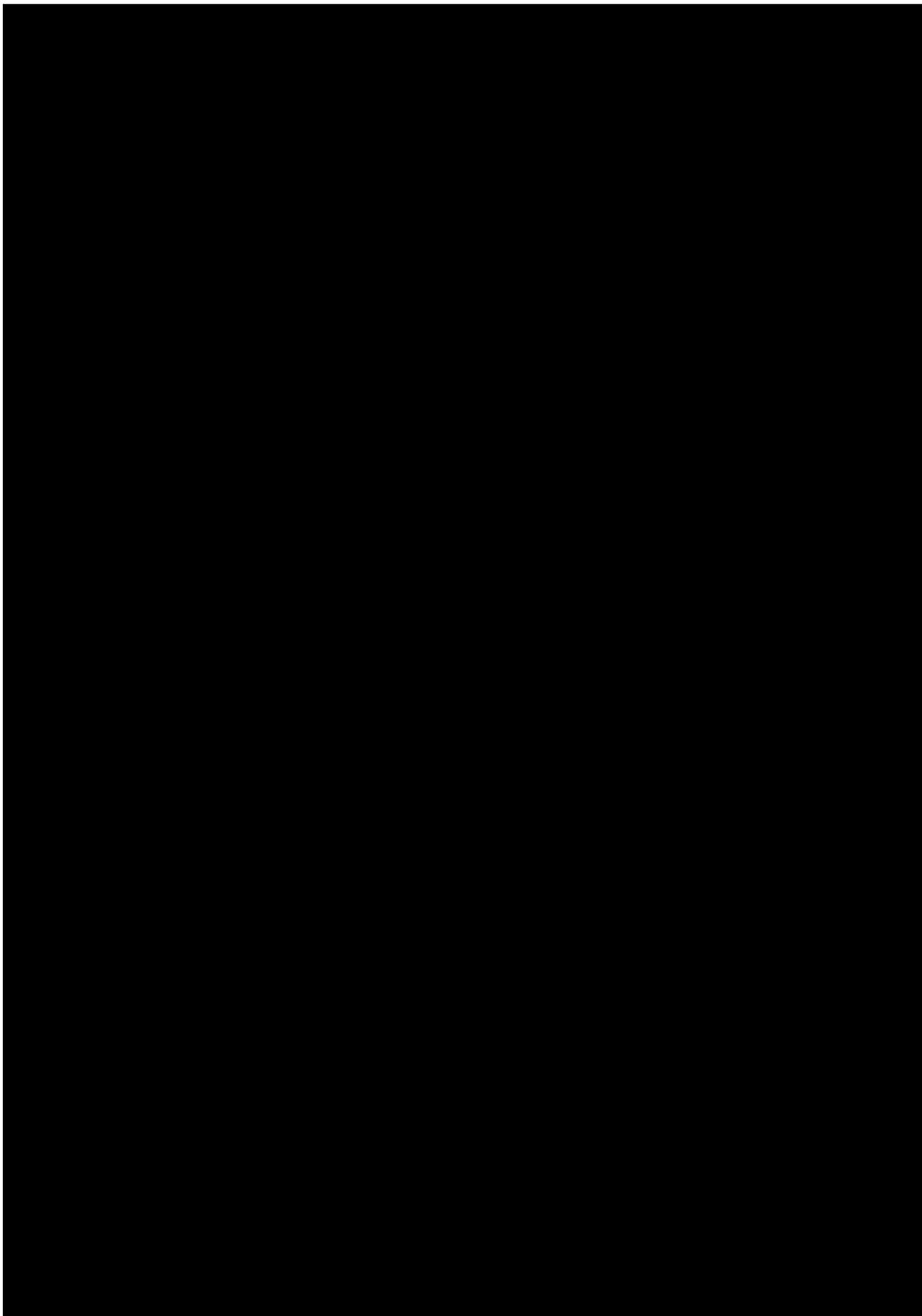


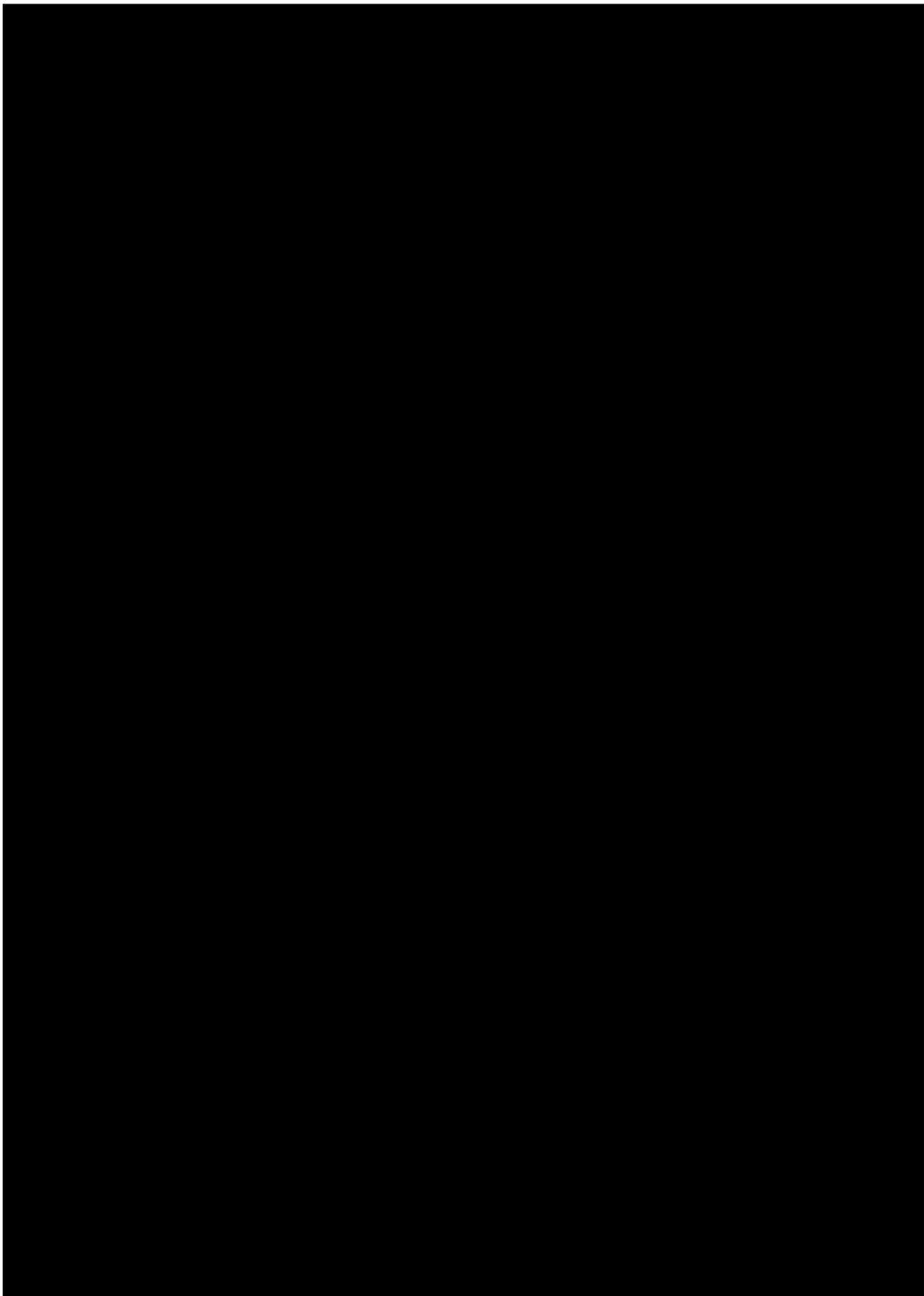


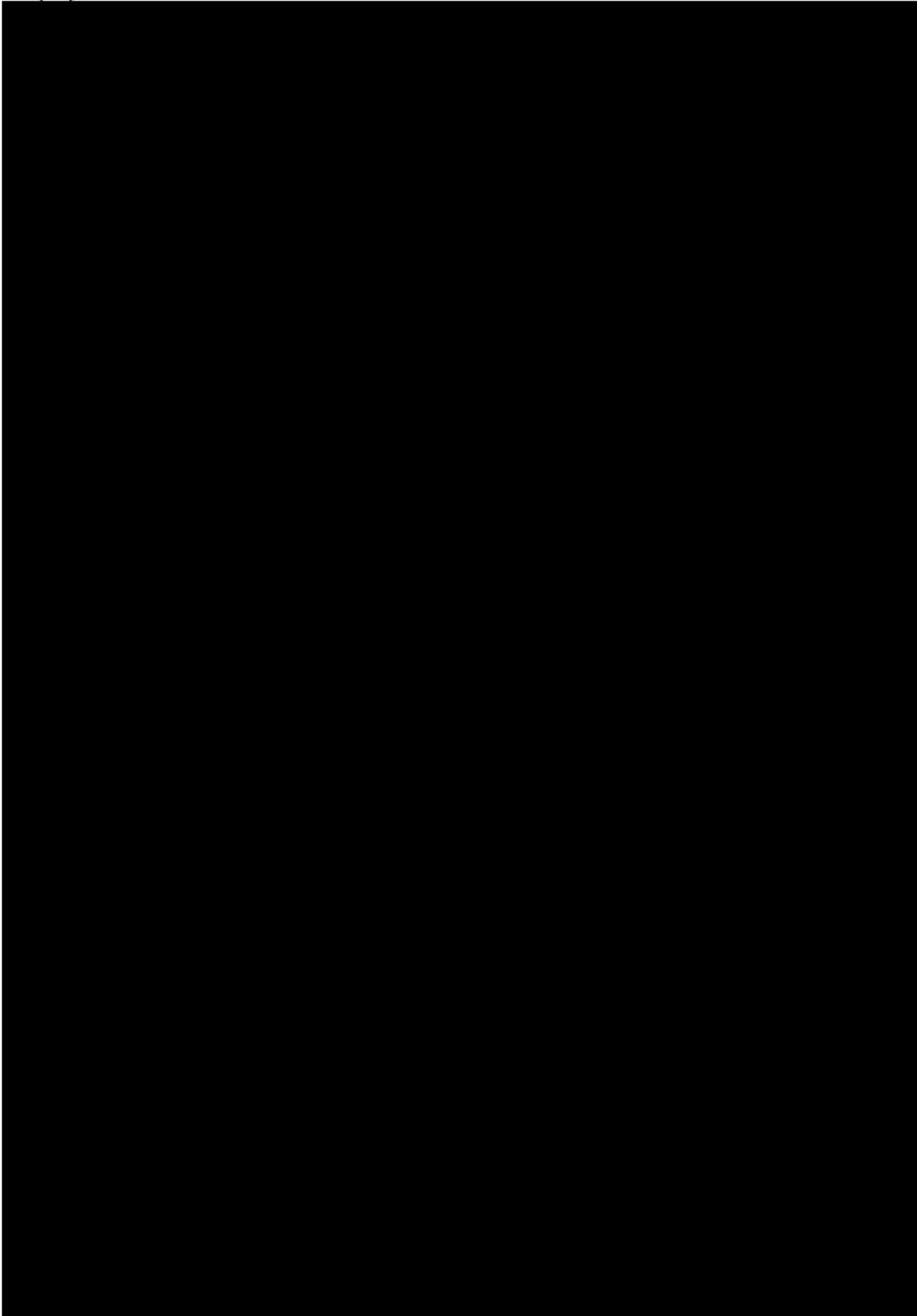


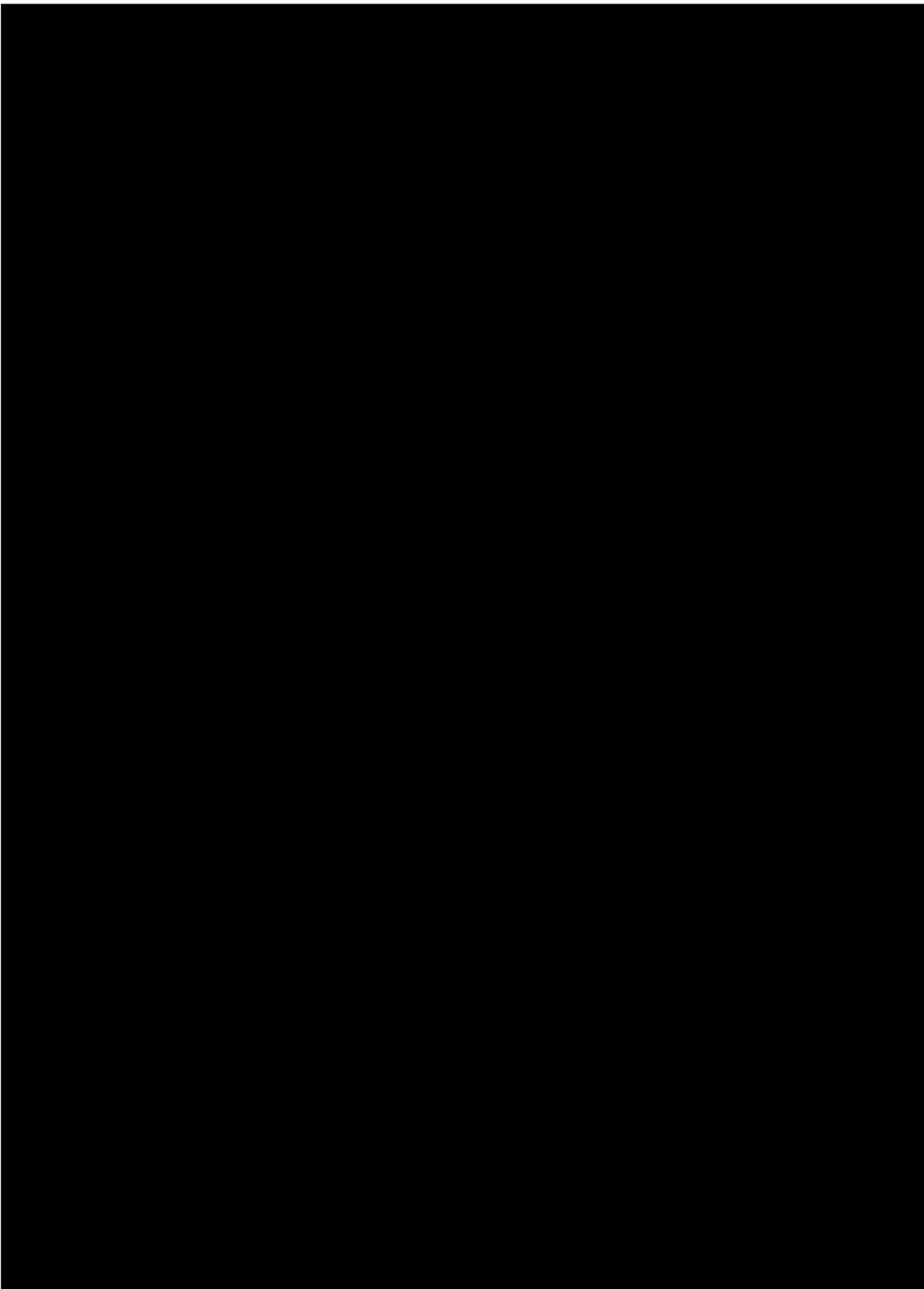


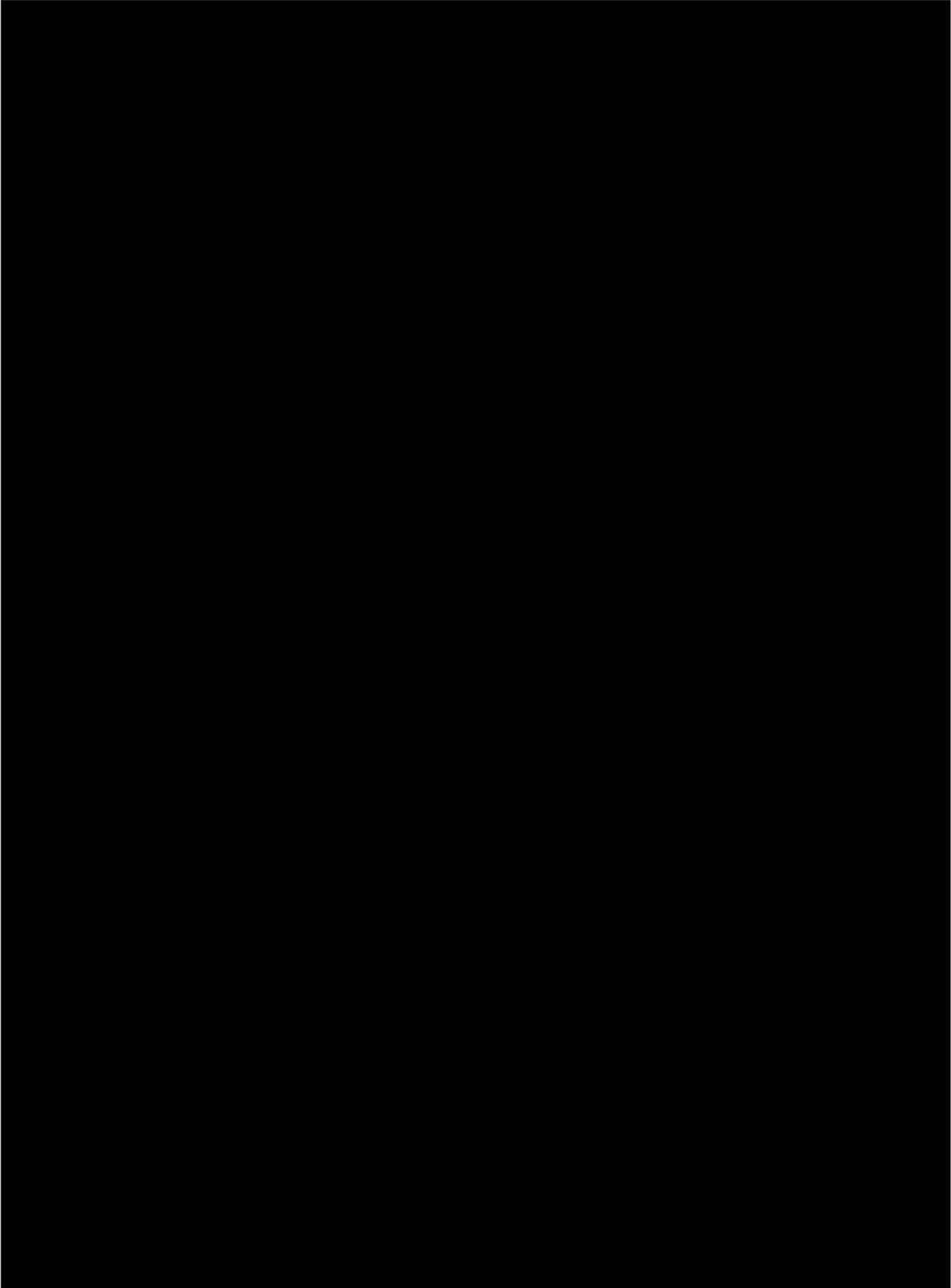


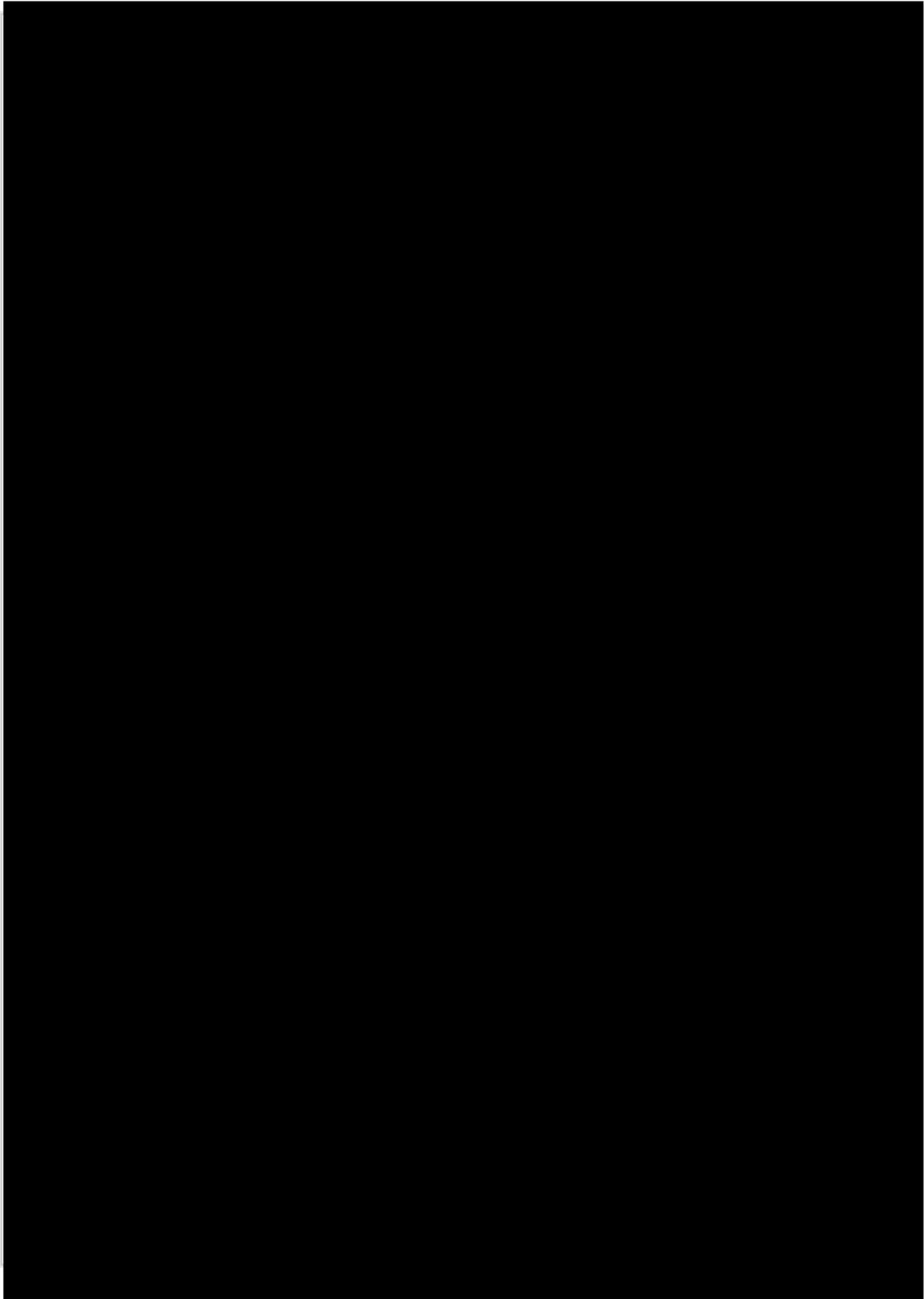


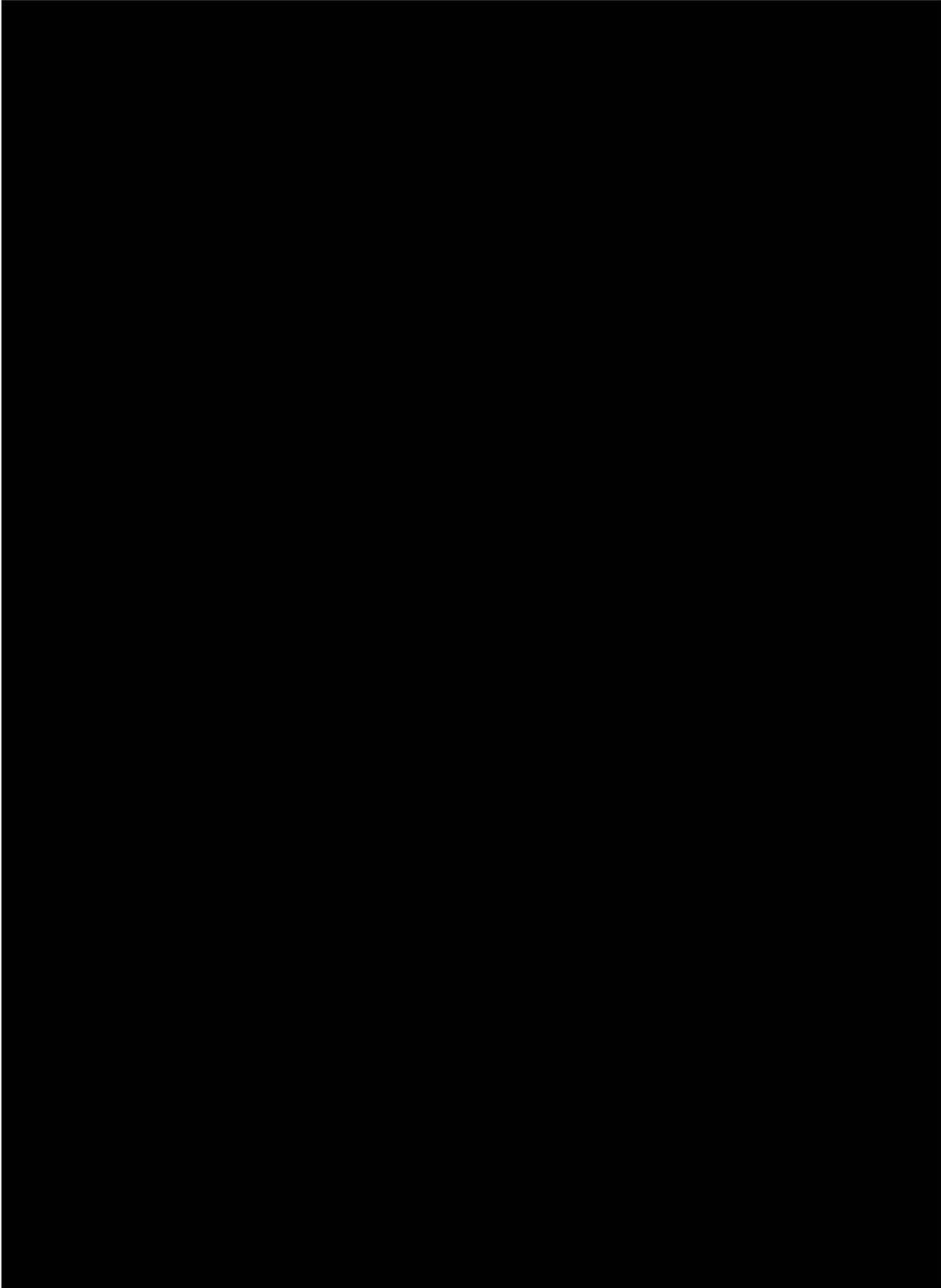


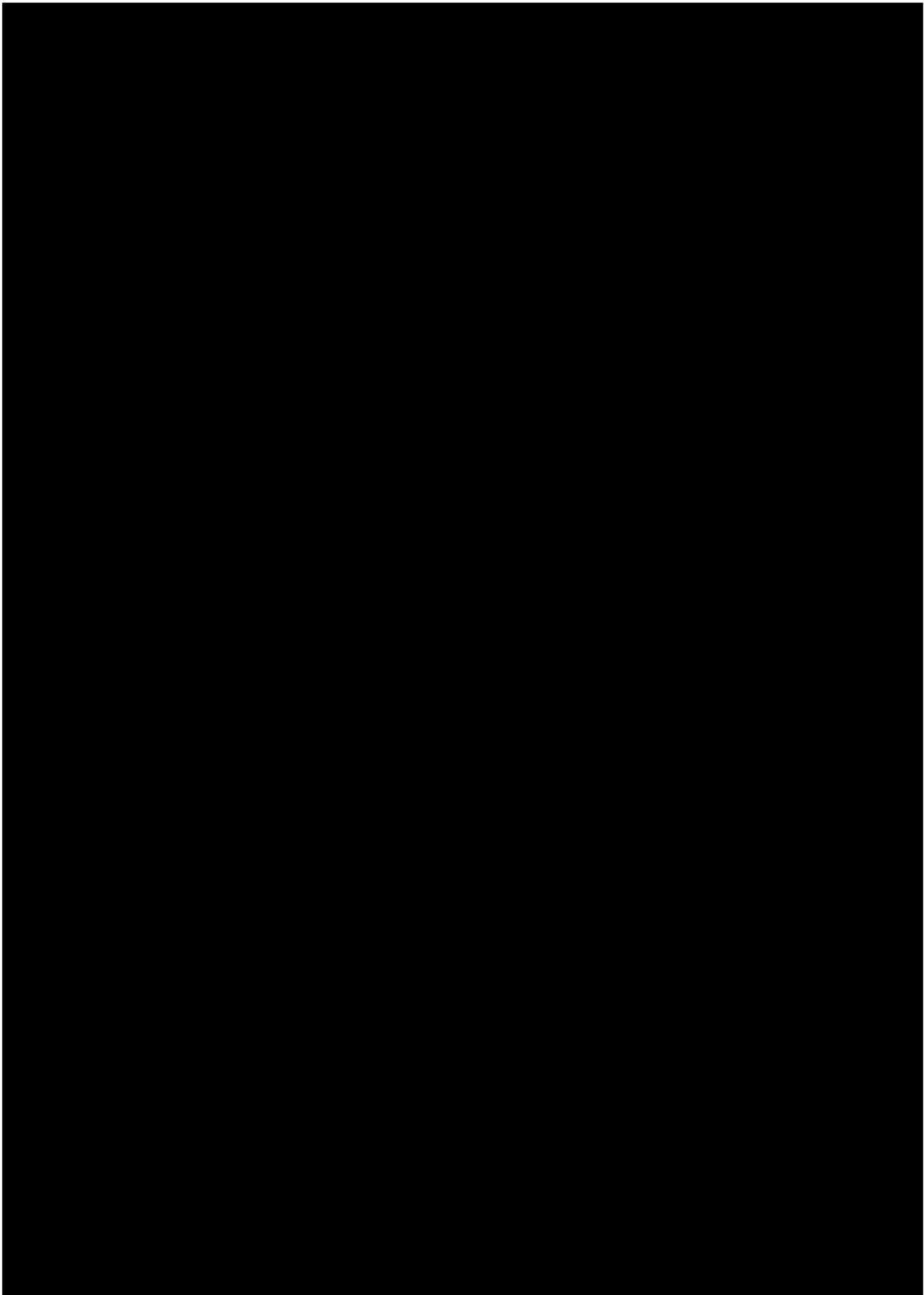


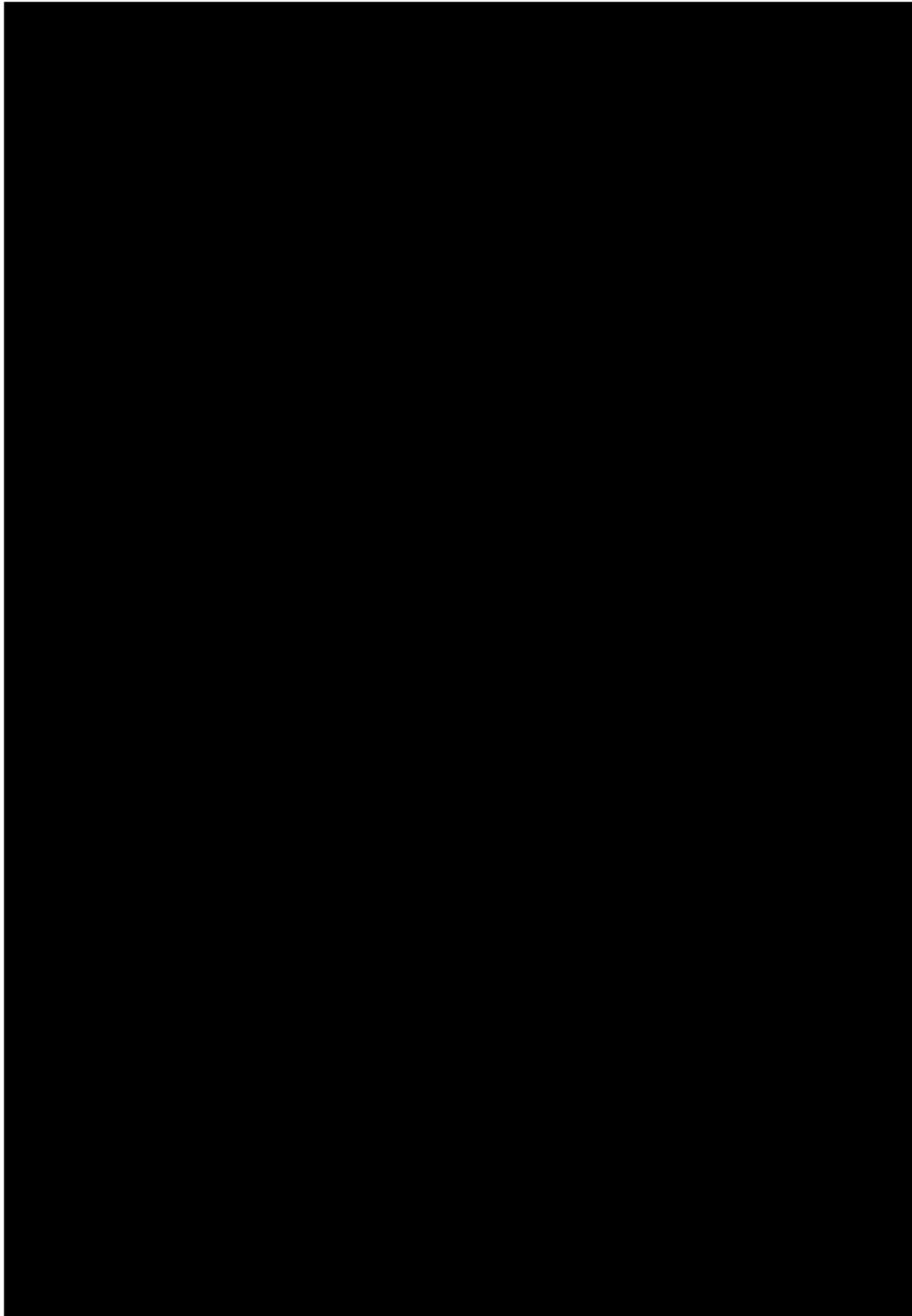


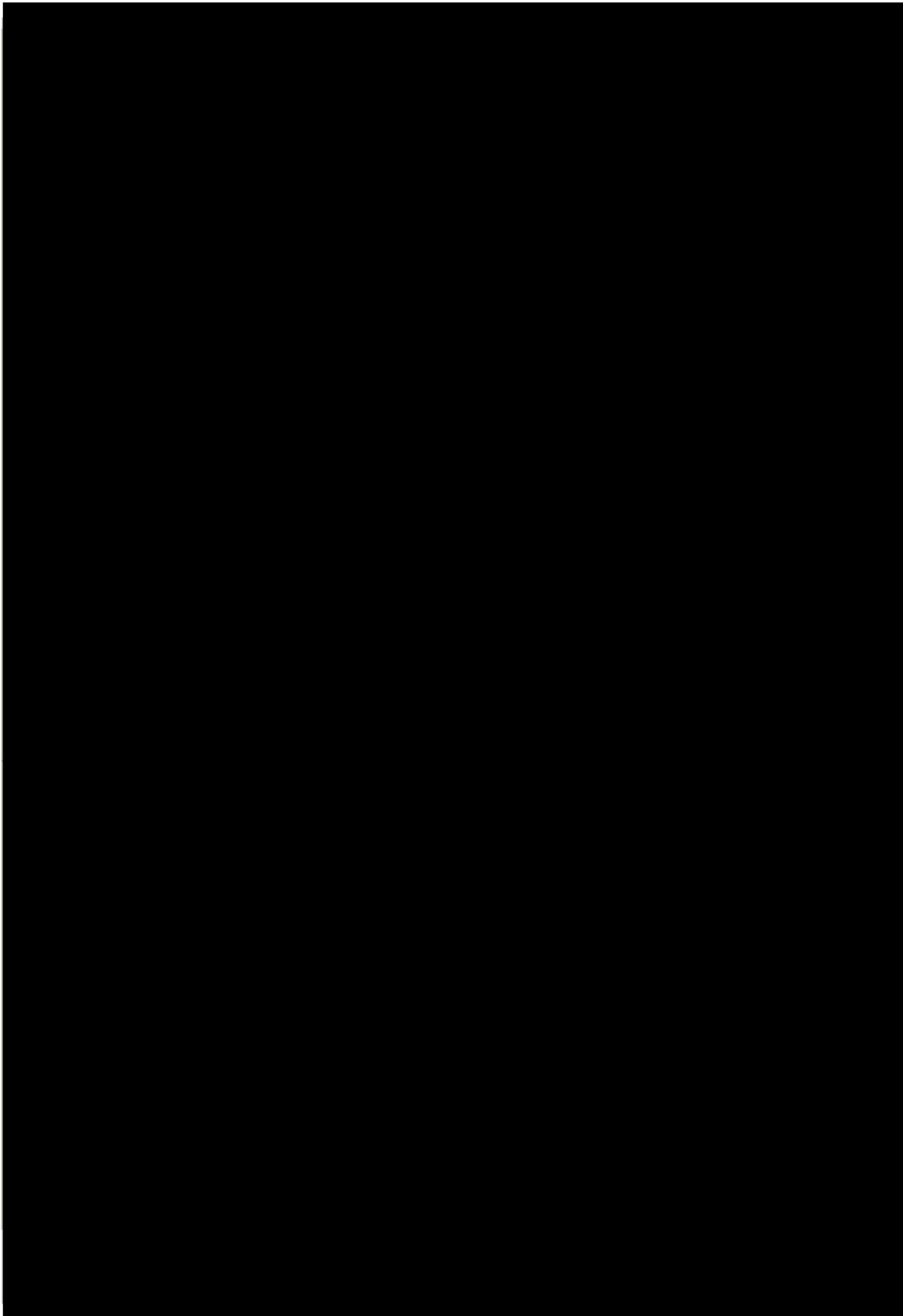












1.5 - Compliance to Technical Requirements (20)

We provide below a full breakdown of WREN's response as fully compliant to all prerequisites outlined in the technical questionnaire as per the Scope of Requirements in the Specification of Requirements document.

The response should identify the following as a minimum:

- Details of the proposed solution and how it meets, or partially meets the requirements.
- Evidence supporting the assessment against each requirement.
- If the proposed solution partially meets the requirements, provide details of alternative approaches or workarounds proposed to satisfy the requirements.

Port Upgrade Project Feasibility Study		
Cefas Requirements	WREN Response	Evidence
5.a) A port(s) upgrade project feasibility study, inclusive of a needs & gap analysis, including assessment of, and consultation with, the necessary stakeholders involved in port operations and associated waste management/logistics.	Fully compliant. A complete work plan with a breakdown of each step, staff allocated to complete each step and a detailed timeline has been provided in response to the "Project planning and implementation section".	<p>The work plan outlining the steps required to deliver the port(s) upgrade project feasibility study, inclusive of all components and stakeholder considerations, is provided in response to "1.3 Project planning and implementation". It is also provided in Appendix A of this document. The project planning and implementation submission details the team's collective thinking around how the project will be executed, identifies hold points to ensure any identified risks or issues can be addressed, and allows for the project team to correct course if needed upon receiving feedback from Cefas, Government of Belize, or critical stakeholders in the process.</p> <p>The plan also identifies the team members that will be involved in the delivery of each phase of the project, identifying how they will contribute to the various aims laid out in the Scope of Requirements.</p> <p>A detailed timeline with delivery milestones is also provided. The timeline also identifies time spent in the country vs on the desk for each consultant.</p> <p>We also propose the creation of a steering group supplementing the Maritime Technical Working Group/Committee for the duration of this project that will meet at pre-agreed times to ensure that the project is progressing as needed, and</p>

Port Upgrade Project Feasibility Study

Cefas Requirements	WREN Response	Evidence
<p>5.b) Provide socio-economic and environmental assessment of the ramifications of increased activity within the maritime sector to accommodate MARPOL-compliant disposal and remediation of waste materials in accordance with the provisions of the standards and guidelines (International Convention for the Prevention of Pollution from Ships (MARPOL)).</p>	<p>Fully compliant. The project plan identifies the methodology that will be used to evaluate the port facilities, engage with relevant organizations involved in their use, and include strategic environmental assessment, cost-benefit analysis and environmental impact assessment processes in consideration of MARPOL convention compliance needs.</p>	<p>establish a structure focused around Ministry of Blue Economy and the Belize Port Authority as key statutory authorities governing development priorities and operations in the maritime port sector.</p> <p>The team members have identified the key stakeholders involved with governance and management of the ports, as well as IMO representation and responsibilities in-country through their preliminary efforts in developing the terms of reference for this assignment. Having liaised with the appropriate contacts in the Government of Belize in throughout the preparation of these project documents, the team is aware of the range agencies, and scope of facilities and personnel involved in port operations..</p> <p>The discussions between the team members with the various existing stakeholders concerning the baseline institutional arrangements are on-record with CEFAS, and have informed the approach laid out in the project planning and implementation submission. An updated, expanded examination of these institutional arrangements and potential modifications will be included in the milestone deliverables.</p>
<p>5.c) Examine infrastructural interventions which may merit investment for introduction to port(s) facilities in Belize, inclusive of cost estimates and technology readiness level (TRL) of each potential intervention to achieve varied levels of MARPOL compliance.</p>	<p>Fully compliant. Based on our team's position at the forefront of resource conservation in SIDS, coupled with world-leading experience in maritime transport, and ongoing work at the forefront of port infrastructure systems in both global market leading and resource constrained LDC/SIDS scenarios, the range of potential options for Belize – and related investment requirements – may be identified upon examination.</p>	<p>The submission details demonstrate a range of methodological and cross-disciplinary considerations brought into both the team composition and stakeholder engagement approach. This should enable optimal dialogue, led by GoB, with stakeholders in communicating the prevailing advances in best practice for IMO convention-compliant port operations. The team's practical engagement in port infrastructure design, construction, and operational analysis is coupled with high-level work with governmental policymakers and maritime sector regulators. All will prove relevant in identifying capacity and needs of existing stakeholders and actors in the management of ports to determine what investment and training will be required, and what donors and solution-providers may prove useful in supporting the most appropriate path forward selected by the government in consultation with cross-sectoral stakeholders.</p>
<p>5.d) Identify potential socio-economic and environmental impacts upon stakeholders including port(s) operators, and those in the vicinity of port(s)</p>	<p>Fully compliant. Potential impacts surrounding changes to the existing port structure will be documented by the project lead,</p>	<p>The socio-economic and environmental impacts upon maritime activities by surrounding port and jetty operations requires holistic marine spatial planning to deliver sustainable development and economic growth while meeting conservation targets. Examining the current use of Belize port facilities, trade and commerce</p>

Port Upgrade Project Feasibility Study

Cefas Requirements	WREN Response	Evidence
<p>locations or peripheral spaces influenced by port(s) operators, in consideration of concurrent marine spatial planning being undertaken at a national level.</p>	<p>project engineer, and stakeholder engagement & policy researcher with in-country coordinator input throughout the project.</p>	<p>flows, both international and domestic, will require both technical and socio-economic shifts to enable improved management of coastal/marine spaces surrounding ports.</p> <p>The consultant team will seek to understand and detail the pathways forward following dialogues in-country. Presenting the BAU case against alternative port upgrade options will include identifying key costs, possible benefits, and environmental impact assessment which takes into account existing/potential risks and threats to port infrastructure, and identifies ameliorative and adaptive action that may improve environmental management at port(s) facilities in Belize and enable increased sustainable economic activity.</p>
<p>5.e) Determine capacity and interest in port(s) incorporating MARPOL-compliant waste management services as addendum to current business models.</p>	<p>Fully compliant. This will be undertaken by the project lead, project engineer, and stakeholder consultation lead in-country, with the in-country coordinator available to elicit feedback and facilitate dialogue with existing operators in the ports industry.</p>	<p>The in-country coordinator included in the WREN team shall be able to provide additional insight into the existing port management scenario in Belize.</p> <p>With the initial consultations, eliciting responses from all identified stakeholders will be crucial in determining how MARPOL compliance may be achieved, and under what conditions the necessary port upgrades would be most desirable.</p> <p>An initial in-country mission is proposed to include the project engineer to investigate the infrastructure and operational situation on-the-ground at the various port facilities, collecting technical, managerial, and operational feedback on existing port functionality, both in terms of what works well and what needs to be improved. We aim to achieve the following:</p> <ol style="list-style-type: none"> a. Consult every stakeholder identified; b. Understand stakeholder sensitivities as port operators undertake commercially sensitive activities; c. Ensure they are consulted individually and offer opportunity for group discussion; d. Conduct further outreach with any stakeholders whose support is deemed important; e. Understand, in detail, what needs and capacity constraints exist, and what must be enabled in terms of both capital investment and operational expenditures to achieve MARPOL compliance at port(s) facilities selected for assessment in Belize; and, g. Undertake an opportunity costing exercise that ensures the consequences of all potential upgrade initiatives are understood, and any planning activities fall in-line with both national priorities and the practical realities of the ports sector in Belize.

Port Upgrade Project Feasibility Study

Cefas Requirements

WREN Response

Evidence

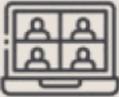
5.f) Recognize potential efficiency improvements which may be realized with existing resources to improve functionality in lieu of increased MARPOL compliance accommodations across the port(s) operations.

Fully compliant. Inquiry to uncover and analyse optimization available to port(s) operators without additional investment in the existing port structure will be documented by the project engineer, and evaluated in coordination with the project lead and the entirety of the team.

The breadth and depth of experience provided by the entirety of the team shall be applied towards the feasibility/intervention assessment reports to deliver, alongside the CBA of different interventions for MARPOL compliance demanding infrastructure investment, an appraisal of operational efficiencies that may be realized through behaviour change and system optimization, if and where possible.

Appendix A – Project Plan and Timeline

(Repeated from response to section 1.3)

Activity	Description
<p data-bbox="204 409 437 439">Inception meeting</p> 	<p data-bbox="528 409 1393 510">An inception meeting will be held between the project manager for Cefas and the WREN team to finalise the project scope, agree on timelines, approach, and deliverables.</p> <p data-bbox="528 539 1393 741">In the interest of time, WREN will circulate a full project plan before the inception meeting which may be amended and will be finalised after the meeting. The final project plan will be used as the basis for all project outcomes, monitoring timelines as well to seek any clarifications or modifications from the proposal. This includes the deliverable structure and agreement on an implementation plan with the GoB.</p> <p data-bbox="528 770 1393 972">We have a hold point that we believe will be crucial point of discussion for the two project teams to ensure that the project is going as per plan, as this is a sensitive project subject to strong collaboration within the entirety of the national economy and all relevant industries engaged in maritime activities. We will seek to ensure that all decision-makers are in the room at the hold point meeting.</p> <p data-bbox="528 1001 794 1030">Key consultant staff:</p> <p data-bbox="528 1059 1393 1160">This stage will be led by the team leader with participation from the in-country coordinator, the stakeholder engagement & policy researcher and insight of the technical consultants on the team.</p> <p data-bbox="528 1189 826 1218">Outcome of this phase:</p> <p data-bbox="528 1247 1393 1337"><i>Milestone 1:</i> Final inception report with deliverables, timelines, roles and support mechanisms. This will be an updated version of the project plan provided in this proposal.</p>
<p data-bbox="204 1366 501 1467">Ongoing project management and communication</p> 	<p data-bbox="528 1366 1393 1680">Strong project management will be essential for the coordinated and timely completion of this project. Our team leader will lead the project from conception to finalisation. We have also nominated a local coordinator based in Belize to guide the project and act as the interface between GoB and our team concerning the resolution of any project-related matter immediately. We propose the formation of a project steering committee for the duration of the project that can meet regularly, with participation by the Ministry of Blue Economy and Belize Ports Authority leading the process.</p> <p data-bbox="528 1709 1393 1865">The team will have regular internal meetings (once per month, or more frequently as necessary) with 1-2 key team members from each organisation to set expectations, initiate work packages, gain feedback on progress and identify any risks to feasibility expected in delivery upon the report recommendations.</p> <p data-bbox="528 1895 1393 1939">The exact frequency of meetings can be mutually decided at the inception meeting, in line with the work plan and timeline for deliverables.</p> <p data-bbox="528 1968 1393 2016">We suggest a final presentation meeting to discuss the final project outcomes as specified in the milestones, in addition to the informal</p>

Activity	Description
	<p>updates on the project provided through the planned monthly meetings.</p> <p>Key consultant staff:</p> <p>The team leader will continue to be the key point of contact. The local stakeholders can request a briefing from the country coordinator at any stage of the process with one day's notice.</p>
<p>Development of Concept Proposal and Implementation Plan</p> 	<p>The consultant team, having undertaken this process numerous times, has extensive experience in developing concept proposals and implementation plans. We will prepare a draft concept plan and work collaboratively with GoB at this stage to ensure all their requirements are incorporated into the preparatory document at this stage. As designed for the ToR, key priority areas for consideration in preparatory discussions will involve addressing questions around the following aspects of the project;</p> <ul style="list-style-type: none"> - a port(s) upgrade project feasibility study, inclusive of a needs & gap analysis, - socio-economic and environmental assessment of the ramifications of increased activity within the maritime sector to accommodate MARPOL-compliant disposal and remediation of waste materials in accordance with the provisions of the standards and guidelines, - infrastructural interventions which may merit investment for introduction to port(s) facilities in Belize, inclusive of cost estimates and technology readiness level (TRL) of each potential intervention to achieve varied levels of MARPOL compliance. - identify potential socio-economic and environmental impacts upon stakeholders including port(s) operators, and those in the vicinity of port(s) locations or peripheral spaces influenced by port(s) operators, in consideration of concurrent marine spatial planning being undertaken at a national level. - determine capacity and interest in port(s) incorporating MARPOL-compliant waste management services as addendum to current business models. - recognize potential efficiency improvements which may be realized with existing resources to improve functionality in lieu of increased MARPOL compliance accommodations across the port(s) operations. <p>The planning process at this stage will include:</p> <ul style="list-style-type: none"> - Refining scope of deliverables and goals of the Pilot Port(s) Upgrade Project reports (as per GoB expectations) to support decision-making for instigating change, including participatory action. <i>(This may be subject to change as the consultations progress)</i> - Determine resourcing requirements, support from government, Cefas, etc. - Include alignment with current projects and programs for GoB

Activity	Description
	<ul style="list-style-type: none"> - Any challenges that we can see with certain stakeholders and discuss mitigation strategies. <p>We will use this as an opportunity to work within the project team to discuss a way forward and make updates and changes to the initial concept plan if required.</p>
<p>Formulate draft Pilot Port(s) Upgrade Feasibility/Intervention Assessment Report(s)</p> 	<p>Once a forward strategy has been finalised, the WREN consultant team will undertake the following steps to formulate the draft of the report(s). We note that this is an iterative process and feasible options must be laid out, with accompanying rationale where requested by GoB, before stakeholder review takes place for suggested revisions. The following activities will be undertaken at this stage:</p> <ul style="list-style-type: none"> - Introduce working definitions for potential port upgrade interventions, - Incorporate reference to relevant rights and responsibilities laid out in related conventions, legislation, policies, and regulations, identifying under what legal instruments will be utilized for compliance of port(s) facilities, - Advise upon cost-related factors associated with various upgrade options explored, and - Recommend structured timelines and strategies for implementing upgrades, detailing the expected impacts and resultant structural and behavioral changes required of various stakeholders to achieve MARPOL compliance within the upgraded port(s) facilities. <p>With a completed draft of the report(s), the Maritime Technical Working Group/Committee will be required to review prior to circulation to port operators and further public dissemination to civil society and private sector stakeholders:</p> <p>All supporting documents will be required for submission simultaneously as annexures, allowing for the addition of material for inclusion to support port upgrade interventions in iterative draft formulation.</p> <p>The delivery of the reports will be followed by a validation workshop with the stakeholders (see next step). However, the mission planning for the workshops will be done upon liaison with the GoB on necessary review periods.</p> <p>The completion of all preparatory stakeholder consultation reporting and the drafting of the feasibility/intervention assessment report(s) are the concrete deliverables at this stage. We will use this to discuss with GoB any perceived risks after having collected stakeholder input. The report(s) should be in completed draft stage at this time and this will serve as the object of review in case the policy needs to be steered in a different direction. The workshop and stakeholder review period proposed in the following steps serve as an important point of discussion with GoB at this hold point</p> <p>Outcome of this phase</p> <p>Milestone 5: Draft Feasibility/Intervention Assessment Report(s)</p>

Activity	Description
Undertake Stakeholder Review Process	<p>The review process of the draft reports(s) is expected to take time for all sectoral stakeholders to review. However, once the review process is complete, the consultant team will undertake a series of review exercises and propose alternate options as needed.</p> <p>We have allocated travel for two consultants, the Team Leader and the Port Design & Infrastructure Engineer to ensure any requirements of the planned validation workshop setup can be completed in-country (as needed), with the support of the local coordinator, and further technical issues may be addressed.</p> <p>Outcomes of this stage:</p> <p><i>Milestone 6:</i> Record of stakeholder comments on draft feasibility/intervention assessment report(s) for validation, and validation workshop agenda/in-country mission plan</p>
Hold Validation Workshop	<p>Once the options draft has been finalised and validated by the GoB, the validation workshop can be formally convened.</p> <p>The GoB and Cefas may determine the appropriate scale of the event and scope of public notification appropriate for the venue and discussion.</p> <p>We have allocated time for the consulting team to prepare material for the event including briefings, material for social media, public awareness material, etc.</p> <p>This Outcome of this stage:</p> <p><i>Milestone 7:</i> A validated draft of the Feasibility/Intervention Assessment report(s) and a workshop summary/outcomes report</p>
Final Reports 	<p>The consultant team will continue working with the Maritime Technical Working Group/Committee to finalise the report for review and summative discussions concerning next steps regarding the prospective Port(s) Pilot Upgrade options. It is anticipated this will be a guiding document that will enable subsequent business case development and inform further port infrastructure design, investment, construction, and operational decisions.</p> <p>The consultant team will provide Cefas with the feasibility report, along with an intervention assessment report evaluating socio-economic and environmental dimensions of consideration to stakeholders and the potential costs/benefits and environmental impacts of upgrade options.</p> <p>At this stage, we will also prepare a brief final report that summarises the various steps undertaken from the beginning of the project and the relevant outcomes, lessons learned and other reportable outputs.</p> <p>Outcomes of this stage:</p> <p><i>Milestone 7 and 8:</i> Final Feasibility/Intervention Assessment Report(s) and Final project implementation summary report.</p>

Summary of milestones and timeline is provided below. Milestones can be adjusted based on the project and deliverable planning and client feedback.

Milestones	Timeline
Milestone 1: Final Inception Report with deliverables, timelines, roles and support mechanisms.	August 2023
Milestone 2 & 3: Draft Concept Proposal/Implementation Plan & 1st Mission Plan	September 2023
Milestone 4: A brief consultation summary report on outcomes of the consultation and next steps.	October 2023
Milestone 5: Draft Feasibility/Intervention Assessment Report(s)	December 2023
Milestone 6: A validated draft of the Feasibility/Intervention Assessment report(s) and a workshop summary/outcomes report	April 2024
Milestone 7 and 8: Final Feasibility/Intervention Assessment Report(s) and Final project implementation summary report.	May 2024

Annex 5 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](http://ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

- 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;

4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and

4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.

5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:

5.2.1 new businesses and entrepreneurs;

5.2.2 small and medium enterprises (SMEs);

5.2.3 voluntary, community and social enterprise (VCSE) organisations;

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	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 Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">• Government Department;• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);• Non-Ministerial Department; or• Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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;
"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"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"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"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means 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"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"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;
"Information"	has the meaning given under section 84 of the FOIA;

"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"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) 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); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or 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 whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (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 Parties are bound to comply;
"New IPR"	all and any 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;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"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"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means 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) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 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;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the 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):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("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; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority 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 Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission 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

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.

(e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.

(g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.

(h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.

(i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

(j) The Supplier will notify the Authority 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 Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar 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 steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority 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 Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) 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, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority 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 any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract 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 delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority 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 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

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

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

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

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority 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 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) 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;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 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.

10.4 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 clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) 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.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is 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 Authority in writing;

(v) if the Authority 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;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12,13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority 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.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority 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 10 (ten) times the value of the Charges unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) 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:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) 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 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 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 must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

(a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

(b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written

instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) 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 Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

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

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) 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;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) 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;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) 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;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;

(g) on a confidential basis, to its professional advisers on a need-to-know basis;

(h) 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.

16.3 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 Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 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 Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (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.

21. Circumstances beyond your control

21.1 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:

(a) provides written notice to the other Party;

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

(a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

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. No oral modifications to the Contract shall be effective. The Authority 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 when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their 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. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority 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.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email CMBOffice@cefas.co.uk."

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

31. Tax

31.1 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 Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 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 this Contract, the Supplier must both:

(a) 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;

(b) indemnify the Authority 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.

31.3 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 the following requirements:

(a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;

(c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;

(d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

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 or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

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 Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 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.

35.2 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 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority 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.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority 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 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.