

UKHSA Terms and Conditions for the Supply of Goods and Services

ORDER FORM AND KEY PROVISIONS

The Authority	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency, 10 South Colonnade, London, E14 4PU
The Contractor	Agilent Technologies LDA UK Ltd, 5500 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GR Company Registered Number: 08815891
Date	As per UKHSA signing of this document
Type of Goods and Services	CrossLab Silver Extended service and maintenance package.
The Sub-Contractor(s)	N/A
Domestic/Overseas Contractor	N/A
Document Created by	

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules (“**Schedules**”) below. The Authority and the Contractor undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

The Contractor shall supply to the Authority, and the Authority shall receive and pay for, the Goods and Services on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions

Order Form

1. Contract Reference	C325489
2. Date	As per UKHSA signing of this document
3. Authority	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency, 10 South Colonnade, London, E14 4PU
4. Contractor	Agilent Technologies LDA UK Ltd, 5500 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GR Company Registered Number: 08815891
5. The Contract	<p>The Contractor shall supply the Goods and Services described below on the terms set out in this Order Form and the Schedules.</p> <p>Unless the Contract otherwise requires, capitalised expressed used in this Order Form have the same meanings as in Schedule 3.</p> <p>In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.</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. Goods to be Supplied	N/A
7. Services to be Provided	<p>Services to be Supplied:</p> <p>CrossLab Silver Extended service package.</p> <p>Services Commencement Date: The Services shall commence on the date of counter signature of this Contract document by UKHSA.</p> <p>The services within this contract are to be carried out at the following location:</p> <p>UKHSA Glasgow 155 Hardgate Road Glasgow, Scotland G51 4LS United Kingdom</p>
8. Specification	The specification of the Maintenance and Servicing is as set out below:

	<p>Specification: Equipment Service and Maintenance</p> <p>The CrossLab Silver Extended service package includes; Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Centre Repair and On-site Hardware Troubleshooting and Repair with Standard Response time. All labour and travel costs are included within the CrossLab Silver Extended package. Service parts, including Consumable Parts Required for Repair are covered, subject to availability. Additionally included is one Agilent CrossLab Preventive Maintenance (PM). Standard user replaceable consumable parts are not included within this contract.</p> <p>In the event of a problem with the Equipment, Agilent Technologies LDA UK Limited will make every effort to respond to UKHSA within four (4) hours, and to repair or replace faulty equipment within forty-eight (48) hours.</p>																																																												
<p>9. Term</p>	<p>The Term shall commence on the date of signature of this document by UKHSA.</p> <p>And the Expiry Date shall be 16th January 2026, unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p>																																																												
<p>10. Charges</p>	<p>The Charges for the Services shall be set out as below:</p> <table border="1" data-bbox="618 1024 1448 1352"> <thead> <tr> <th>Item #</th> <th>System Handle</th> <th>Serial Number</th> <th>Model Description</th> <th>Service Description</th> <th>EGS</th> <th>Qty</th> <th>Start date / End date if different from SC Period</th> <th>Total Price (GBP)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SYS-IM-770078547</td> <td></td> <td>ICPMS 7700 System</td> <td>CROSSLAB SILVER - EXTENDED</td> <td>31.10.2017</td> <td>1</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>JP09510026</td> <td>ISIS for Agilent 7700 series ICP-MS</td> <td></td> <td>31.10.2017</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>120920A520</td> <td>ASX-500 Series Autosampler</td> <td></td> <td>31.12.2022</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>109B00109</td> <td>Heat Exchanger</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>JP09450159</td> <td>Agilent 7700x ICP-MS</td> <td></td> <td>31.12.2022</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" data-bbox="1070 1396 1341 1482"> <tr> <td>Total Amount before Discount</td> <td></td> </tr> <tr> <td>Discount - Region / Country-H</td> <td></td> </tr> <tr> <td>Total (GBP)</td> <td></td> </tr> </table> <p>All charges set out above are excluding VAT. Applicable taxes will be separately stated on the invoice at time of billing.</p>	Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (GBP)	1	SYS-IM-770078547		ICPMS 7700 System	CROSSLAB SILVER - EXTENDED	31.10.2017	1					JP09510026	ISIS for Agilent 7700 series ICP-MS		31.10.2017						120920A520	ASX-500 Series Autosampler		31.12.2022						109B00109	Heat Exchanger								JP09450159	Agilent 7700x ICP-MS		31.12.2022				Total Amount before Discount		Discount - Region / Country-H		Total (GBP)	
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<p>11. Payment</p>	<p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to [REDACTED]</p> <p>Within 30 Business Days of receipt of your countersigned copy of the Contract, the Authority will send a unique Purchase Order number (the "PO Number"). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be sent quoting a valid purchase order number. Every payment request must be accompanied by a current statement</p>																																																												

	<p>of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing list.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). 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 our Accounts Payable section by email to [REDACTED]</p>	
<p>12. Authority Representative(s)</p>	<p>For general liaison your contact will continue to be [REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>	
<p>13. Supplier's Representative(s)</p>	<p>For general liaison your contact will continue to be [REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>	
<p>14. Address for notices</p>	<p>Authority:</p> <p>UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Supplier:</p> <p>Agilent Technologies LDA UK Ltd, 5500 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GR</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>15. Key personnel</p>	<p>Authority:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Supplier:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

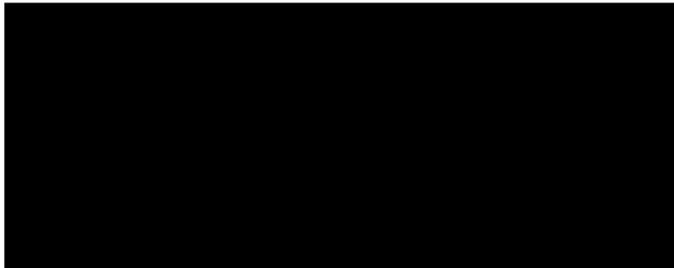
16. Supplier Staff Vetting	<p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Goods and Services has undertaken a Disclosure and Barring Service check.</p> <p>The supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “Relevant conviction”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Goods and Services.</p>
17. Procedures and Policies	<p>Pricing and individuals’ contact details shall be deemed to be Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.</p>

Signed by the authorised representative of THE AUTHORITY:



Date Signed: 16th January 2025

Signed by the authorised representative of THE SUPPLIER:



Date Signed: 16th Jan 2025

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 2 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 3 to 12 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Order of precedence

- 2.1 Should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
 - 2.1.1 Order Form;
 - 2.1.2 Schedule 1: Key Provisions;
 - 2.1.3 Schedule 2: General Terms and Conditions;
 - 2.1.4 Schedule 3: Definitions and Interpretations;
 - 2.1.5 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 For the avoidance of doubt, the Order Form shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Contractor's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Contractor's responses, proposals and/or method statements as included in these Terms and Conditions. Should there be a conflict between these parts of the Order Form, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Contractor's responses, proposals and/or method statements, and (3) the Contractor's responses, proposals and/or method statements.

Optional Key Provisions

3 Quality assurance standards (only applicable to the Contract if this box is checked and the standards are listed)

3.1 The following quality assurance standards shall apply, as appropriate, to the provision of the Goods and Services: **N/A**

4 Purchase Orders (only applicable to the Contract if this box is checked)

4.1 The Authority shall issue a Purchase Order to the Contractor in respect of any Goods and Services to be supplied to the Authority under this Contract. The Contractor shall comply with the terms of such Purchase Order as a term of this Contract and shall ensure that the any Purchase Order is clearly noted on each delivery. For the avoidance of doubt, any actions or work undertaken by the Contractor under this Contract prior to the receipt of a Purchase Order covering the relevant Goods and Services shall be undertaken at the Contractor's risk and expense and the Contractor shall only be entitled to invoice for Goods and Services covered by a valid Purchase Order.

5 Time of the essence (only applicable to the Contract if this box is checked)

5.1 Time is of the essence as to any delivery dates under this Contract and if the Contractor fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 12.4 (i) of Schedule 2.

6 Specific time periods for inspection of Goods (only applicable to the Contract if this box is checked and Clause 6.1 of this Schedule 1 is completed)

6.1 The Authority shall visually inspect the Goods within of the date of delivery of the relevant Goods: **N/A**

7 Specific time periods for rights and remedies under Clause 4.6 of Schedule 2 (only applicable to the Contract if this box is checked and Clause 7.1 of this Schedule 1 is completed)

7.1 The Authority's rights and remedies under Clause 4.6 of Schedule 2 shall cease from the date of delivery of the relevant Goods. **N/A**

8 Termination for convenience

8.1 The Authority may terminate this Contract or cancel any order or part order of the Goods and Services which has not been Delivered by issuing a Termination Notice to the Contractor at any time on 30 days written notice.

8.2 Subject to Clauses 14 (Limitation of Liability) and 15 (Insurance) of Schedule 2, should the Authority terminate this Contract in accordance with this Clause 8 (Termination for Convenience) of this Schedule 1, then the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Authority shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority, with

supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under this Clause 8 (Termination for Convenience) of this Schedule 1.

- 8.3 The Authority shall not be liable under this Clause 8 (Termination for Convenience) of this Schedule 1 to pay any sum which:
- 8.3.1 was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - 8.3.2 when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Term; or
 - 8.3.3 is a claim by the Contractor for loss of profit, due to early termination of the Contract.

9 Consigned Goods (only applicable to the Contract if this box is checked)

- 9.1 Provided that such Consignment Request is consistent with the forecast requirement for the Goods (as set out in the Order Form and/or as calculated in accordance with any relevant processes set out in this document and/or as otherwise agreed by the Parties in writing), the Contractor shall deliver the Consigned Goods in accordance with Clause 2 of Schedule 2 in response to a Consignment Request for their eventual purchase and use by the Authority in accordance with the terms set out in this Contract.
- 9.2 For the avoidance of doubt, Clause 4 of Schedule 2 shall apply to the inspection, rejection, return and recall of the Consigned Goods.
- 9.3 The Authority shall, or shall procure that its third party provider shall, maintain any storage facilities throughout the term of this Contract where the Consigned Goods are to be stored in such manner that such storage facilities remain suitable to store the Consigned Goods.
- 9.4 Prior to the Consigned Goods being taken into use by the Authority, the Authority shall ensure that:
- 9.4.1 the Consigned Goods are stored at the storage facilities in such a manner as to protect them from damage or deterioration;
 - 9.4.2 the Consigned Goods in its possession remain readily identifiable as the Contractor's property;
 - 9.4.3 any identifying marks or packaging on or relating to the Consigned Goods are not removed, defaced or obscured; and
 - 9.4.4 the Consigned Goods are kept in satisfactory condition in accordance with any reasonable and necessary instructions from the Contractor from time to time.

- 9.5 The Authority shall keep accurate stock records in relation to any Consigned Goods and shall provide the Contractor with a sales report (“**Sales Report**”) each [**week/month/quarter/other agreed period**] detailing current stock levels and the Consigned Goods taken into use by the Authority. For the avoidance of doubt, a sale will take place at the point any Consigned Goods are taken into use by the Authority.
- 9.6 On receipt of the Sales Report, the Contractor may invoice the Authority the Contract Price for all of the Consigned Goods taken into use by the Authority (as set out in that Sales Report).
- 9.7 Each [**week/month/quarter/other agreed period**] the Authority shall take into use and purchase at the Contract Price at least the minimum quantity of Consigned Goods specified in the Order Form for such period (if any) (“**Minimum Quantity**”). If the Contractor fails to supply the Authority with any Consigned Goods required by the Authority (including, without limitation, where the Authority obtains substitute goods from a third party as a result), the Minimum Quantity for the period in question shall be reduced by the quantity of the Consigned Goods that the Contractor fails to supply. Except to the extent that the Authority's failure to purchase the Minimum Quantity during any given period is caused by the Contractor's default or a Force Majeure Event, if the Authority purchases less than the Minimum Quantity for a given period, the Contractor may charge the Authority for any shortfall between:
- 9.7.1 the Contract Price of the Minimum Quantity in the relevant period; and
 - 9.7.2 the Contract Price for Consigned Goods purchased by the Authority in that period.
- 9.8 The Authority (on a first in first out basis) may return to the Contractor any Consigned Goods that it is unable to use (“**Returned Goods**”) by giving written notice to that effect (“**Returns Notice**”). Upon receipt of a Returns Notice, the Contractor shall collect the Returned Goods at the Contractor's risk and expense within ten (10) Business Days of the date of the Returns Notice. If the Contractor requests and the Authority accepts that the Returned Goods should be disposed of by the Authority rather than returned to the Contractor, the Authority may invoice the Contractor for the costs associated with the disposal of the Returned Goods and the Contractor shall pay any such costs.
- 9.9 Risk in respect of any Returned Goods shall pass to the Contractor on the earlier of: (a) collection by the Contractor; or (b) immediately following the expiry of ten (10) Business Days from the date of the Returns Notice related to such Returned Goods. If Returned Goods are not collected within ten (10) Business Days of the date of the relevant Returns Notice, the Authority may return the Returned Goods to the Contractor at the Contractor's risk and expense and/or charge the Contractor for the cost of storage from the expiry of ten (10) Business Days from the date of the relevant Returns Notice. The Authority may invoice the Contractor for such return expenses and/or storage costs and the Contractor shall pay any such expenses or costs.
- 9.10 The Consigned Goods shall at all times be subject to the direction and control of the Contractor, and the Contractor may (at the Contractor's risk and expense), upon (10) Business Days written notice to the Authority, collect (on a first in first out basis) any Consigned Goods that have not been taken into use by the Authority within [**insert period**] of their delivery to the Authority and/or which have a remaining shelf life of less than [**insert period**].

- 9.11 The Authority acknowledges that it holds Consigned Goods in its possession as bailee for the Consignor until such time as ownership passes in accordance with Clause 3.2 of Schedule 2.
- 9.12 On the termination or expiry of this Contract for whatever reason, all Consigned Goods not taken into use by Authority as at the point of such termination or expiry shall be deemed Returned Goods. Such Returned Goods shall be deemed the subject of a Returns Notice that shall be deemed to have been received by the Contractor with a notice date the same as the date of the expiry or earlier termination of this Contract. Clauses 10.8 and 10.9 of this Schedule 1 shall then apply accordingly and this Clause, together with Clauses 10.8 and 10.9 of this Schedule 1, shall survive the expiry or earlier termination of this Contract for these purposes.

10 Electronic product information (only applicable to the Contract if this box is checked)

- 10.1 Where requested by the Authority, the Contractor shall provide the Authority the Product Information in such manner and upon such media as agreed between the Contractor and the Authority from time to time for the sole use by the Authority.
- 10.2 The Contractor warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same.
- 10.3 If the Product Information ceases to be complete and accurate, the Contractor shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Product Information.
- 10.4 The Contractor grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and any Intellectual Property Rights in the Product Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Authority's contracts from time to time.
- 10.5 Before any publication of the Product Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's product catalogue to the Contractor for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Contractor shall have no right to compel the Authority to exhibit the Product Information in any product catalogue as a result of the approval.
- 10.6 If requested in writing by the Authority, and to the extent not already agreed as part of writing, the Contractor and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

11 Different Levels and/or Types of Insurance (only applicable to the Contract if this box is checked)

- 11.1 The Contractor shall put in place and maintain in force the following insurances with the following minimum cover per claim:

Type of insurance required	Minimum cover
Employer's Liability	
Public Liability	
Product Liability	

12 Guarantee (only applicable to the Contract if this box is checked)

12.1 Promptly following the execution of this Contract, the Contractor shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Key Provision, if applicable, shall be an irremediable breach of this Contract.

13 Measures to promote tax compliance (only applicable to the contract if this box is checked)

13.1 The Procurement Policy Note: Measures to Promote Tax Compliance Action 03/14 applies and therefore all references in Clause 7.7 and Clause 12.5.5 of **Error! Reference source not found.** together with the associated definitions in **Error! Reference source not found.** (Definitions and Interpretation), shall apply.

14 Supply Chain Visibility (only applicable to the Contract if this box is checked)

Visibility of Sub- Contract Opportunities in the Supply Chain

14.1 The Contractor shall:

- 14.1.1 subject to clause 14.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Goods and Services above a minimum threshold of £25,000 that arise during the Term;
- 14.1.2 within 90 days of awarding a Sub-Contract to a Sub-contractor, update the notice on Contract Finder with details of the successful Sub-contractor;
- 14.1.3 monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 14.1.4 provide reports on the information at clause 14.1.3 to the Authority in the format and frequency as reasonably specified by the Authority; and
- 14.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 14.2 Each advert referred to at clause 14.1.1 of this **Error! Reference source not found.** shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- 14.3 The obligation on the Contractor set out at clause 14.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
- 14.4 Notwithstanding clause 14.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Contractor on Contracts Finder.

Visibility of Supply Chain Spend

- 14.5 In addition to any other management information requirements set out in the Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to the Authority which shall include:
 - 14.5.1 the total contract revenue received directly on the Contract;
 - 14.5.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - 14.5.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 14.6 The SME Management Information Reports shall be provided by the Contractor in the correct format as required by the Authority from time to time. The Contractor agrees that it shall provide the information detailed at clause 13.5 and acknowledges that the required information may be changed from time to time (including the data required and/or format) by the Authority. The Authority agrees to give at least thirty (30) days’ notice in writing of any such change.
- 14.7 The Contractor further agrees and acknowledges that it may not make any amendment to any required Supply Chain Information Report template without the prior Approval of the Authority.
- 14.8 Without prejudice to Clause 26.6 (Assignment, novation and sub-contracting) of Schedule 2, the Contractor shall:
 - 14.8.1 pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
 - (i) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
 - (ii) the date that falls 60 days after the day on which the Contractor receives an invoice (or otherwise has notice of an amount for payment); and
 - 14.8.2 include within the management information produced by it pursuant Clause 7 (Contract Management and Monitoring) of **Error! Reference source not found.** a

summary of its compliance with this Clause 13.8, such data to be certified every six months by a director of the Contractor as being accurate and not misleading.

14.9 If the Contractor fails to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within 60 days in either of the previous two six month periods, the Contractor shall provide to the Authority within 15 Working Days of submission of the management information required by clause 14.8.1(i) of this **Error! Reference source not found.** an action plan (the "Action Plan") for improvement. The Action Plan shall include, but not be limited to, the following:

14.9.1 identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within 60 days of receipt;

14.9.2 actions to address each of the causes set out in sub-paragraph 14.9.1; and

14.9.3 mechanism for and commitment to regular reporting on progress to the Contractor's board of directors.

14.10 The Action Plan shall be certificated by a director of the Contractor and the Action Plan or a summary of the Action Plan published on the Contractor's website within 10 Working Days of the date on which the Action Plan is provided to the Authority.

14.11 Where the Contractor fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Contractor will take to address this.

14.12 The Contractor shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Contractor's Tender (to the extent it is not already included).

15 Tackling Modern Slavery (only applicable to the Contract if this box is checked)

15.1 The Contractor shall, and procure that each of its Sub-Contractors shall, comply with the Authority's anti-slavery policy as provided to the Contractor from time to time ("Authority's Anti-slavery Policy").

15.2 The Contractor shall:

15.2.1 implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;

15.2.2 respond promptly to all slavery and trafficking due diligence questionnaires or any modern slavery risk assessment or identification tools issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

- 15.2.3 shall comply with all reasonable supply chain information requests from the Authority and its modern slavery requirements and obligations;
- 15.2.4 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Authority regarding the Contract;
- 15.2.5 permit the Authority and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 15 (Tackling Modern Slavery) of this Schedule 1, to have access to and take copies of the Contractor's records and any other information and to meet with the Contractor Personnel to audit the Contractor's compliance with its obligations this clause;
- 15.2.6 implement annual audits of its compliance and its Sub-contractors' and contractor's compliance with the Authority's Anti-slavery Policy, either directly or through a third party auditor. The first set of audits shall be completed by N/A; and
- 15.2.7 implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015 and the Authority's Anti-slavery policy.

16 Carbon Footprint / Net Zero Obligations (only applicable to the Contract if this box is checked)

In this clause, the following definition shall apply:

"Carbon Reduction Plan" means the template at [Annex] or otherwise agreed by the Authority.

- 16.1 [The parties acknowledge that the UK Government has committed to bring all greenhouse gas emissions to net zero by 2050 pursuant to the Climate Change Act 2008 (2050 Amendment) Order 2019.
- 16.2 As a condition of this Contract the Contractor warrants that:
 - 16.2.1 it has undertaken an assessment of the Carbon Footprint; and
 - 16.2.2 so far as it is aware, the Carbon Footprint projected to be incurred as set out in [Schedule/Annex] is true and accurate as at the date of this Contract.
- 16.3 The Contractor undertakes:
 - 16.3.1 to develop and implement a Carbon Reduction Plan of continuous improvement with the objective of reducing the Carbon Footprint throughout the Term by [set reduction target] [per Contract Year] and shall provide a copy of that plan to the Authority on request;
 - 16.3.2 to re-assess the Carbon Footprint every Contract Year;
 - 16.3.3 to provide the Authority with a written confirmation of the results of each assessment within one month of the completion of each assessment under Clause 16.3.2 of this Schedule 1;

- 16.4 The Contractor shall at the Authority's request arrange for the Carbon Trust to undertake an independent assessment and verification of the Carbon Footprint and make a copy of the results of that assessment and verification available to the Purchaser as soon as reasonably practicable after receipt (but no more than once in any period of [two] Contract Years).]
- 16.5 [Contractor acknowledges and understands the Authority's Net Zero Target. Accordingly, the Contractor shall:
- 16.5.1 set its own Net Zero target (the "Contractor NZ Target") with a target achievement date the same as or earlier than the Net Zero Target Date (the "Contractor NZ Date");
 - 16.5.2 agree the Contract Target with the Authority;
 - 16.5.3 achieve the Contract Target;
 - 16.5.4 ensure that this Clause 16 of this Schedule 1 will be copied into any and all of its supply chain contracts that relate to its obligations under this agreement;
 - 16.5.5 introduce emission reduction technologies, processes and policies as well as offsetting and, where technologically and commercially feasible, carbon removal initiatives, to achieve the Contractor NZ Date;
 - 16.5.6 undertake and keep up to date full and complete records of Carbon Reporting activity and data and provide the same to the Authority each year and more frequently as the Authority may reasonably request;
 - 16.5.7 attend, on reasonable notice, meetings with the Authority Representative or other nominated representative to present the Contractor's plan to achieve, and current progress towards, the Contractor NZ Date;
 - 16.5.8 not do or omit to do anything which could reasonably be expected to cause the Authority to miss its Net Zero Target Date, whether pursuant to this contract or otherwise.
- 16.6 If:
- 16.6.1 the Contractor fails to comply with any of the obligations in clause 16.5; or
 - 16.6.2 the Authority, having reviewed the Carbon Reporting and discussed with the Contractor its progress to achieve the Contractor NZ Date, determines (acting reasonably) that the Contractor is making insufficient progress towards achieving the Contractor NZ Date; or
 - 16.6.3 the Contractor fails to achieve the Contractor NZ Target by the Contractor NZ Date, the Authority may, without affecting any other right or remedy available to it:
 - (i) terminate this agreement by giving one month's written notice to the Contractor;

- (ii) require the Contractor to plant a number of Native Trees in the UK sufficient to compensate for the Authority’s shortfall in progress towards the Contractor NZ Date attributable to the production of the Goods and the delivery of the Services; and/or
- (iii) recover from the Contractor any costs reasonably incurred by the Authority in achieving the Contract Target to the extent by which that Contract Target is missed by the Contractor by:
 - (A) obtaining carbon credits to offset the Contractor’s net Greenhouse Gas emissions footprint attributable to the provision of the Goods and the delivery of the Services; or
 - (B) planting, or arranging for the planting of, Native Trees to offset the Contractor’s net Greenhouse Gas emissions footprint attributable to the production of the Goods and the delivery of the Services.

16.7 The Contractor shall, at its own cost, submit a report to the Authority within 20 Working Days identifying the emergence of new and evolving relevant technologies and processes which could accelerate the achievement of the Contractor NZ Date. Such report shall provide sufficient detail to enable the Authority to evaluate properly the benefits of the new technology or process. The Authority may only require the Contractor to provide such report no more than once in any period of [two] Contract Years.

16.8 The Contractor warrants to Authority that:

- 16.8.1 it has sufficient resources, infrastructure and materials to achieve the Contract Target by the date of the expiry of the contract;
- 16.8.2 none of the Goods and Services supplied under this agreement will be of lower quality as a result of working towards the Contract Target;
- 16.8.3 it will not offer preferential terms to those other customers who do not require a Contract Target or similar obligations in their contracts.

16.9 For the purposes of this Clause 16, the term Net Zero Target Date shall mean the first year by which the Authority aims to achieve the Net Zero Target, being 1 January [2050].

ANNEX – CARBON REDUCTION PLAN

Contractor name:

Publication date:

Commitment to achieving Net Zero

[Contractor name] is committed to achieving Net Zero emissions by 20XX.

Baseline Emissions Footprint

Baseline emissions are a record of the greenhouse gases that have been produced in the past and were produced prior to the introduction of any strategies to reduce emissions. Baseline emissions are the reference point against which emissions reduction can be measured.

[Instructions to Contractors: Please provide details of your organisation’s baseline emissions below. If your organisation has not previously assessed or reported emissions, please detail this below and use your first reporting period as your Baseline.]

Baseline Year: [20xx]	
Additional Details relating to the Baseline Emissions calculations.	
[Instructions to Contractors: Add commentary regarding your Baseline Emissions as required: e.g. historic baseline which deviates from the requirements under this measure (e.g. no prior Scope 3 emissions reporting), where there is no previous reporting and the creation of a new baseline due to substantial organisational change or restructuring]	
Baseline year emissions:	
EMISSIONS	TOTAL (tCO2e)
Scope 1	
Scope 2	
Scope 3 (Included Sources)	
Total Emissions	

Current Emissions Reporting

Reporting Year: [20xx]	
EMISSIONS	TOTAL (tCO2e)
Scope 1	
Scope 2	
Scope 3 (Include Sources)	
Total Emissions	

Emissions reduction targets

[Instructions to Contractors: If existing emissions reduction targets are in place for your organisation, please provide details below. If you have no previous emissions reduction commitment, or if this is your organisation’s first carbon footprint, please provide targets for your organisation]

In order to continue our progress to achieving Net Zero, we have adopted the following carbon reduction targets. We project that carbon emissions will decrease over the next five years to XX tCO2e by 20XX. This is a reduction of XX%.

Carbon Reduction Projects

Completed Carbon Reduction Initiatives

The following environmental management measures and projects have been completed or implemented since the 20XX baseline. The carbon emission reduction achieved by these schemes equate to XX tCO2e, a XX%ge reduction against the 20XX baseline and the measures will be in effect when performing the contract

[Instructions to Contractors: Briefly provide details of some of your completed carbon reduction projects. This is for information only. This may include environmental management measures such as certification schemes like ISO14001 or PAS 2060, signing up to SBTi or specific measures you have taken such as; the adoption of LED/PIR lighting controls, changes to policy resulting in a reduction in company travel and flights or the electrification of the company fleet.]

In the future we hope to implement further measures such as:

[Instructions to Contractors: Briefly provide details of some of any likely/proposed future carbon reduction projects. This is for information only.]

Declaration and Sign Off

This Carbon Reduction Plan has been completed in accordance with PPN 06/21 and associated guidance and reporting standard for Carbon Reduction Plans.

Emissions have been reported and recorded in accordance with the published reporting standard for Carbon Reduction Plans and the GHG Reporting Protocol corporate standard and uses the appropriate Government emission conversion factors for greenhouse gas company reporting .

Scope 1 and Scope 2 emissions have been reported in accordance with SECR requirements, and the required subset of Scope 3 emissions have been reported in accordance with the published reporting standard for Carbon Reduction Plans and the Corporate Value Chain (Scope 3) Standard.

This Carbon Reduction Plan has been reviewed and signed off by the board of directors (or equivalent management body).

Signed on behalf of the Contractor:

.....

Date:

16 A. CARBON FOOTPRINT / NET ZERO OBLIGATIONS – KEY PERFORMANCE INDICATORS

(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)

16 A.1. The Contractor shall complete the table of Environmental Key Performance Indicators (“Environmental KPIs”) for [each Contract Year] in relation its provision of the Services under

this Contract and provide the Environmental KPIs to the Authority on the date and frequency outlined in Clause 16 A.4 of this Schedule 1 (Key Provisions).

Environmental KPIs

16 A.2. The Contractor shall provide to the Authority the following Environmental KPIs [insert date of which KPIs are to be sent to the Authority]. The Contractor acknowledges that the Authority may make reasonable adjustments to the Environmental KPIs during the Term.

16 A.3. The Contractor shall provide such Environmental KPIs in accordance with guidance provided by the Department for Environmental Food and Rural Affairs (“Defra”).

16 A.4. Table of Environmental KPIs

Environmental Key Performance Indicators – [for the Contract Year [x]]								
Direct Impacts (Operational)								
Greenhouse Gases	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes CO2		Normalised Tonnes CO2 per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
[E.g. vehicle fuel	E.g. Petrol and diesel used by staff and van hire fleet	E.g. Expense claims and MOT recorded mileage, converted according to Defra Guidelines]						
Waste	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes Waste per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
[E.g. Recycled	E.g. General office waste recycled, primarily cardboard	E.g. volume of waste recycled per annum, calculated by recording the number of bins and skips removed for recycling, converted to tonnes						

		according to Defra Guidelines]						
Acid Rain & Smog Precursors	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
Pesticides & Fertilisers	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
Agricultural Produce	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
Radioactive Waste	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
Oil	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
Metal emissions to [land/water/air]	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes		Normalised Tonnes per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
Indirect Impacts (Supply Chain)								
Greenhouse Gases	Definition	Data source and Calculation Methods	Quantity					
			Absolute Tonnes CO2		Normalised Tonnes CO2 per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
[E.g. Energy use	E.g. Directly purchased electricity which	E.g. Yearly consumption of directly purchased						

	generates Greenhouse Gases	electricity in kWh, converted according to Defra Guidelines]						
Water	Definition	Data source and Calculation Methods	Quantity					
			Absolute Cubic Metres		Normalised Cubic Metres Water per £M Turnover			
			[insert year]	[insert year]	[insert year]	Target	[Insert year]	Target
[E.g. Supplied water	E.g. Consumption of piped water	E.g. Yearly consumption of purchased water]						

17 Sustainability Reporting (only applicable to the Contract if this box is checked)

Sustainability Reporting

17.1 The Contractor shall complete the Sustainability Report in relation its provision of the Goods and Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Clause 17.2 of this Schedule 1 (Key Provisions).

Reporting Requirements

17.2 The Contractor shall provide to the Authority the following sustainability reporting requirements (the “Sustainability Report”) at the specified intervals. The Contractor acknowledges that the Authority may make reasonable adjustments to the Sustainability Report reporting requirements during the Term.

Sustainability Report Name	Content of Report	Frequency of Report
[Sustainability - General]	[as proportionate and relevant to the Contract a. the key sustainability impacts identified; b. sustainability improvements planned or delivered; c. actions underway or planned to reduce sustainability impacts;	[On the anniversary of the Commencement Date]

	<p>d. contributions made to the Authority's sustainability policies and objectives;</p> <p>e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Contractor's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and</p> <p>f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Contractor in response to those risks.]</p>	
[Waste created]	[By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.]	[Before contract award and on the anniversary of the Commencement Date.]
[Waste permits]	[Copies of relevant permits and exemptions for waste, handling, storage and disposal.]	[Before the Commencement Date, on the anniversary of the Commencement Date and within ten (10) Working Days of there is any change or renewal to license or exemption to carry, store or dispose waste]
[Greenhouse Gas Emissions]	[Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses]	[On the anniversary of the Commencement Date]

[Water Use]	[Volume in metres cubed.]	[On the anniversary of the Commencement Date]
[Energy Use]	<p>[Separate energy consumption figures for:</p> <ul style="list-style-type: none"> a. assets deployed on the Contractor's site; b. assets deployed on the Authority's site; c. assets deployed off-site; and d. energy consumed by IT assets and by any cooling devices deployed. <p>Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.]</p>	[On the anniversary of the Commencement Date]
[Transport Use]	<ul style="list-style-type: none"> a. [miles travelled by transport and fuel type, for goods delivered to the Authority's sites; b. miles travelled by staff when visiting the Authority's sites from the Contractor's sites or home; c. resulting Green House Gas (GHG) emissions using agreed Conversion Factors; and d. the number of multi-lateral e-meetings i.e. with more than two attendees, held by type (audio, webinar, v/conferencing) their length and number of attendees] 	[On the anniversary of the Commencement Date]
Prohibited Items	<p>[Materials usage, including:</p> <ul style="list-style-type: none"> a. type of material used; b. quantity or volume of material used; and c. amount of recycled/recovered material used] 	[On the anniversary of the Effective Date]
Modern Slavery	[Reporting on due diligence and compliance with modern slavery obligations included in the Contract in relation to the Contractor and its supply chain].	[Quarterly reporting throughout the Term]
Social Value	[Include any relevant Social Value requirements from the Specification]	[On the anniversary of

		the Effective Date]
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17 A. SOCIAL VALUE – KEY PERFORMANCE INDICATORS

(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)

17 A.1. The Contractor shall complete the table of Social Value Key Performance Indicators (“SV KPIs”) for [each quarter of each Contract Year] in relation its provision of the Services under this Contract and provide the SV KPIs to the Authority on the date and frequency outlined in Clause 17 A.4 of this Schedule 1.

SV KPIs

17 A.2. The Contractor shall provide to the Authority the following SV KPIs [insert date of which KPIs are to be sent to the Authority]. The Contractor acknowledges that the Authority may make reasonable adjustments to the SV KPIs during the Term.

17 A.3. The Contractor shall provide such SV KPIs in accordance with guidance provided by the Guide to using the Social Value Model by the Government Commercial Function.

17 A.4. Table of SV KPIs

SV KPI Description	Quarter	Year	Target	Rating	Ratings based on the total percentage of full-time equivalent (FTE) [insert SV KPI Description] employed under the contract, as a proportion of the total FTE contract workforce			
					Good	Approaching target	Requires improvement	Inadequate
Number of ethnic minorities in the contract workforce	January - March	2022	2%	The rating the Contractor has achieved in that 3-month period is [good/approaching target/requires improvement/inadequate]	1.5%>	1.0%	0.5%	<0.5%
	April – June	2022	2.5%	The rating the Contractor has achieved in that 3-month period is [good/approaching target/requires improvement/inadequate]	2%>	1.5%	1.0%	<1.0%