

Schedule 1 Task Order Form

Task Order Instruction	
To (Supplier): Ove Arup and Partners Ltd (Arup)	Address: 8 Fitzroy Street, London W1T 4BJ
From (the Contracting Authority): Department for Energy Security & Net Zero	Address: 3-8 Whitehall Place, London SW1A 2EG
Project Name: <ul style="list-style-type: none">- Specification 1 THE PROVISION OF ADVANCED ZONING PROJECT AND HNDU PROJECT DELIVERY (AZP_HNDU Zoning Study)- Specification 2 Central Authority and Zone Coordinator (CAZC) Implementation	Project ID: Prj_2277
Contract Ref:	Framework contract reference: CON_6358 Contract reference: CON_6554
Framework Contract Title:	BE23183 - Heat Network Zoning Programme - Framework Agreement
Lot number:	Lot 2.2
Task Order No. 001	Commencement Date: 22/08/2024
<p>The following documents are incorporated into this Task Order Form. If the documents conflict, the precedence as per the Framework Contract A2-8 apply.</p> <ol style="list-style-type: none">1 This Task Order Form including Special Schedules.2 Framework Contract BE231834 The following Schedules:<ul style="list-style-type: none">• Schedule 1 (Transparency Reports)• Schedule 2 (Specification)• Schedule 3 (Supplier proposal)• Schedule 4 (Variation Form)• Schedule 5 (Sustainability)• Schedule 6 (Key Supplier Staff)	

- Schedule 7 (Exit Management)
- Schedule 8 (Contract Management)

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

As per the call off process agreed within BE23183 the Department instruct you to:

Overview of requirements: The Task Order is for support to deliver Advanced Zoning/ HNDU studies as part of Heat Network Zoning as well as supporting the delivery of the Central Authority (CA) and Zoning Coordinator functions.

- Subcontractors: Ordnance Survey Ltd

Key Supplier Staff as per Schedule 6:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)
AZP WP1 - ELE			
Project Director, AZP	Redacted under FOIA Section 40 Pt	Arup staff	n/a
AZP Delivery Lead	Redacted under FOIA Section 40 Pt	Arup staff	n/a
AZP WP2 - Leeds			
Project Director, AZP	Redacted under FOIA Section 40 Pt	Arup staff	n/a
AZP Delivery Lead	Redacted under FOIA Section 40 Pt	Arup staff	n/a
AZP WP3 - Newcastle			
Project Director, AZP	Redacted under FOIA Section 40 Pt	Arup staff	n/a
AZP Delivery Lead	Redacted under FOIA Section 40 Pt	Arup staff	n/a
AZP WP4 – AZP London Data			
Project Director, AZP	Redacted under FOIA Section 40 Pt	Arup staff	n/a
Data Delivery Lead	Redacted under FOIA Section 40 Persp	Arup staff	n/a

CAZC

Strategic adviser, Strategy, TOM and Pipeline lead	Redacted under FOIA Section 40 (b)	Arup staff	n/a
Process and products leader, CAZC	Redacted under FOIA Section 40 (b)	Arup staff	n/a
Business case lead, CAZC	Redacted under FOIA Section 40 (b)	Arup staff	n/a

Task Order Reporting Requirements:

The Supplier shall provide the following additional management information under and applicable to this Task Order:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
0.	Onboarding documentation as per Framework & contract		
1.	Monthly Management Report		
1.1.	1.Project Delivery Update and forward look. 2.SLAs/KPIs report (as per reference Framework Lot 2) 3.Budget register. Finance Update. Review spent & spend forecast 4.Change Control register 5.Risk & Issues register 6.Service Improvement / Innovation 7.Lessons learned register 8.Contract Management meeting register	All	Monthly

Any variations to this Task Order Form shall be in accordance with the Framework Contract and Schedule 5 (Variation Form).

The duration of the Task Order is 7 months and 9 days and will expire on 31 March 2025 unless otherwise notified by the Contracting Authority.

The value of the Task Order shall not exceed £1,797,052.5 excluding VAT and split as follows:

- Specification 1- £930,000 excluding VAT;
- Specification 2 - £867,052.50 excluding VAT;

The Task shall be invoiced on a time and material basis and any rates charged shall not exceed those agreed within the Framework Agreement. The invoices must be submitted at the end of each month verifying the services carried out to date (including deliverables), the staff grade, the number of days worked, and the day rate applied. Suppliers are to note the day rate must align with the specified day rate within AW5.2 Price Schedule.

For and on behalf of TBC **(The Supplier)**

Signed

Name

Position

Date

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Redacted under FOIA Section 40 Personal Information

.....
Director
.....
.....

For and on behalf of Department for Energy
Security and Net Zero **(The Contracting
Authority)**

Signed

Name

Position

Date

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Schedule 1: Transparency Reports

- 1.1 The Supplier recognises that the Contracting Authority is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Contracting Authority with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Task Order Form, within three (3) Months of the Effective Date the Supplier shall submit to the Contracting Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Contracting Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Contracting Authority. If the Parties fail to agree on a draft Transparency Report the Contracting Authority shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Contracting Authority at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Task Order Form Charges	Order charges	Excel sheet	Order period

SPECIFICATION FOR

THE PROVISION OF ADVANCED ZONING PROJECT AND HNDU PROJECT DELIVERY (SPECIFICATION 1)

Note to user.

To ensure an appropriate level of standardisation and that the Specification addresses all relevant areas, it is recommended that you use the following headings to define your requirements. Please note that neither the headings nor the points raised are exhaustive and therefore content should be added as appropriate. If any sections are not applicable, please either mark "NOT APPLICABLE" or delete. However, when deleting please ensure the number formatting is correct.

Annex A Specification Document – Services

Title of Request:	AZP & HNDU Zoning Support
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Duration of Contract including options for extension:	8 months + 4 months optional extension
Project ID reference	Prj _2277
Contract Ref (CON_XXXX) – DESNZ CM to populate	CON_6358
Lot number / Sub Lot number DESNZ WL to populate	Lot 2/ Sub-lot 2.2
Required Commencement Date:	As per Commencement Date on Task Order Form

1. Introduction

The introduction should briefly explain the requirement of the procurement and the context of that requirement e.g.

- The application, purpose, outcome, or function of the services
- The implications for the users of implementing the solution
- An outline of the research, which has been undertaken in order to specify the requirement, including any premarket engagement
- How this requirement is related to other requirements (if applicable)
- Associated risks with the procurement e.g. Continuity, Health and Safety etc.

The department aims to accelerate zonal-scale heat network delivery, develop best practice guidance, provide project development support services, and promote market transformation ready for national rollout of the heat network zoning policy.

This work will be a key enabler of AZP and HNDU projects, supporting their development and delivery and test new delivery models under the future Central Authority and Zoning Coordinators as envisaged under the Energy Act and Heat Network Zoning Consultations.

Specifically, this requirement is to deliver the technical element of a HN Zoning Study under Lot 2.2 of the HNZTP Framework.

Currently the projects covered under this Task Order are at the current stages.

Project name	Current Project Stage (as of 31 July '24)
Leeds	AZP Zonal Outline Business Case
Newcastle Forth	AZP Zonal Outline Business Case
ELE	AZP WP2 Delivery Plan

2. Aims & Objectives

- Aims should provide details of the main aims and reasons of the tender exercise
- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

The primary aim of this Task Order is to deliver the technical element of a Zonal scale heat network studies as part of the Advanced Zoning Programme and HNDU funded projects.

By the end of this process, the LA (Local Authority) and any partners will be in a position to take a final decision on the best delivery route for the project, including any appropriate investment decisions. The project will be ready to be taken to market in whatever form/route deemed most appropriate by the business case, and the market will be primed to respond.

The LA will have been supported to bring the project to market through a successful procurement exercise.

The specific outputs of each work package are as follows:

Indicative Work Package breakdown	Key Outcomes & Deliverables
WP 1: Information review & project scoping	Project Review & Scoping Report
WP 2: Zonal Network Concept & Delivery Planning	Zonal Network Concept & Delivery Plan
WP 3: Detailed Business Case & Commercialisation Support	Completed technical input into sections of the business case and commercialisation support documents

3. Objectives

- Any specific objectives should be detailed here
 - Can be broken down to include specific outputs and expectations

See above.

4. Background to the Requirement

Provide background information to the project to help the supplier/bidder understand how it fits in to the business objectives of the procurement. Consider including issues such as:

- any history relevant to the procurement
- recent developments
- a description of the business activities in the area relating to the procurement
- business functions & processes
- organisation & staffing
- roles & responsibilities
- service conditions and environmental factors (see guidance note)

The Task Order Form forms part of a call off under the HNZZ Framework. Please refer to the background section of the Scope of Works within the Framework ITT.

5. Scope

This section may include but is not restricted to:

- High-level scope of the procurement i.e. what's included or in-scope with reference to lots as appropriate
- Potential demand over the period of the contract
- Potential for the range of services to expand or reduce as need change (e.g. fluctuation such as seasonal demands); for the range of materials to increase or decrease or for new products to be included or substituted as technology develops i.e. photocopier replaced by multi- functional devices.
- Exclusions e.g. specific locations, product, or service type which providers may otherwise assume are in-scope

- Known constraints e.g. equipment or software which must be used by the provider. Include reference to systems compatibility and software licences as appropriate.
- The Period of the Agreement (e.g. This agreement will be in place up to but not after June 2020)
- Security needs both physical / IT related re Cyber essentials
- GDPR implications

For a summary of the Work Packages and how they relate to the various different sub-lot suppliers on a project level, please refer to section "Lot 2 - Delivery Support" within Appendix 1: HN2TPF Specification document of the HN2TP ITT documents.

Sub-Lot 2.2 – Technical support

Suppliers appointed to this sub-Lot will be expected to provide the following services:

Work Package 1

- Review and update previous zoning and techno-economic feasibility work (where applicable).
- Undertake a data gap analysis to identify additional sources of information required to successfully deliver the project.
- Advise on project technical risks and opportunities.

Work Package 2

- Assessment of heat off-takers including the identification of heat demands required to connect within the area based on heat network zoning policy guidelines.
- Produce a high-level TEM (or populate a DESNZ-supplied TEM) to inform cost and commercialisation discussions.
- Investigation of potential new heat sources where these are prudent and necessary to support the project; and assessment of all heat sources where previous work is out of date.
- Produce a phased delivery plan working with the project manager to inform a program of activities for the successful technical delivery of the project.

Work Package 3

- Evaluation of technical evidence gaps in the business case development process.
- Support on the specification, evaluation and quality assurance of any technical or design work required to inform the business case.
- Support on soft market testing and evaluation of suitable framework or procurement routes.

6. Requirement

- This is a statement of what is to be delivered and forms the main body of the specification. The 'golden rule' is that specifications need to be Clear, Concise and Unambiguous. It also:
 - details what will be expected of the contractor under the contract
 - how you see the contract operating to ensure aims and objectives are met
 - details specific tasks, outputs, and expectations
 - do not embed critical requirements in background information
 - list the important elements of the requirements first, and work through to least important
 - KPI's

Project Call Offs & Work Packages

The above forms the outline scope of works for all AZP/ HNDU projects called off under this Task Order.

The list of projects to be called off under this Task Order comprises of:

Project name	Project Timescales	Project budget Excluding VAT
Leeds	8 months	£370,000
Newcastle Forth	8 months	£290,000
ELE	8 months	£200,000
AZP Data	8 months	£70,000

Each project will be broken down into separate package(s) of work which will each be commissioned separately via a Work Package Order Form (see attached) with an accompanying detailed scope of works to be issued by the named Project Lead above. The Work Package Order form will also include the budget and timescales for the order.

For the avoidance of doubt, no work should be commenced by the supplier under this Task Order without a Work Package Order Form.

Should it be unclear who the work stream lead is at any point, then kindly contact the framework or contract manager (brett.hagen@energysecurity.gov.uk or maria.clemente@energysecurity.gov.uk)

All deliverables against Work Package Order Forms must be submitted per the timescales agreed in the Work Package Order Form and can only be accepted as submitted once they have been through the suppliers internal QA process as per the QA schedule and submitted QA response to Proj 1.3 in the RFPQ of the HNZTP Framework. At this point the supplier will be assessed against their KPI measure on “Deliverable Timeliness” and “Supplier Deliverable Quality Assurance” as per the framework contract.

The department will then undertake its own QA of submitted outputs and will assess the deliverables against the “Quality Score” KPI measure as per the framework contract.

KPI's against which this Task Order will be measured are as follows:

Service Level Performance Criterion	Key Indicators	Description	Service Level Threshold
Deliverables timeliness (monthly)	Delivered to agreed timescales	The output of each commission was delivered in the agreed timeframe as outlined in the Task Order	95%
Supplier Internal quality assurance (monthly)	Delivered in line with quality assurance methodology	The output of a commission was subjected to the internal quality controls as outlined in the Task Order	95%
Management Information (MI) is provided at monthly intervals and a minimum	Delivered to agreed timescales	Confirmation of receipt and time of receipt by DESNZ	100%

of 2 working days before any scheduled call-off contract management meeting.			
Quality Score (monthly)	Accepted by the department as meeting acceptable quality standards	The output of a commission was signed off by the relevant Policy lead as having been produced to satisfactory quality and met the objective set out in the Task Order	100%
Invoice timeliness (monthly)	Delivered to agreed timescales	The invoice was provided with the agreed timeframe stipulated in the Task Order	100%
Invoice Accuracy (monthly)	Delivered to acceptable standard	The invoice provided accurate information and was in accordance with the Task Order	100%

7. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so

Indicative timescales out outcomes for each work package under this task order are as follows:

Indicative Work Package breakdown	Indicative Duration	Key Outcomes & Deliverables
WP 1: Information review & project scoping	2 months	Project Review & Scoping Report
WP 2: Zonal Network Concept & Delivery Planning	4 months	Zonal Network Concept & Delivery Plan
WP 3: Detailed Business Case & Commercialisation Support	6 months	Completed technical input into sections of the business case and commercialisation support documents

The exact time scales available and deliverables required for each work package will be confirmed in each Work Package Order Form.

SPECIFICATION FOR CENTRAL AUTHORITY AND ZONE COORDINATOR IMPLEMENTATION (SPECIFICATION 2)

Annex A Specification Document – Services

Title of Request:	Central Authority and Zone Coordinator (CAZC) Implementation
Duration of Contract including options for extension:	8 months with option for 4 month extension
Project ID reference	Prj_2277
Contract Ref (CON_XXXX) – DESNZ CM to populate	CON_6358
Lot number / Sub Lot number DESNZ WL to populate	Lot 2 / Sub-Lot 2.2
Required Commencement Date:	As per Commencement Date on the Task Order Form

1. Introduction

The introduction should briefly explain the requirement of the procurement and the context of that requirement e.g.

- The application, purpose, outcome, or function of the services
- The implications for the users of implementing the solution

- An outline of the research, which has been undertaken in order to specify the requirement, including any premarket engagement
- How this requirement is related to other requirements (if applicable)
- Associated risks with the procurement e.g. Continuity, Health and Safety etc.

This Task Order is for the continuation of CAZC implementation activities, which began in June 2023 and which are expected to continue after March 2025. Arup is expected to provide continuity of key staff from the work undertaken to date.

2. Aims & Objectives

- Aims should provide details of the main aims and reasons of the tender exercise
- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

The aim of the services is to procure Arup to provide services as part of an integrated team of DESNZ staff and consultants to continue the delivery of the Central Authority & Zone Coordinator (CAZC) workstream implementation strategy, resulting in:

- an operational Central Authority by 1 April 2025; and
- the necessary capability and readiness by 1 April 2025 for at least ten advanced local areas to be able to form Zone Coordinators within six months of zoning coming into force

3. Objectives

- Any specific objectives should be detailed here
 - Can be broken down to include specific outputs and expectations

As above

4. Background to the Requirement

Provide background information to the project to help the supplier/bidder understand how it fits in to the business objectives of the procurement. Consider including issues such as:

- any history relevant to the procurement
- recent developments
- a description of the business activities in the area relating to the procurement
- business functions & processes
- organisation & staffing
- roles & responsibilities
- service conditions and environmental factors (see guidance note)

Organisation and Staffing

The Arup team will work as part of the CAZC workstream with an integrated structure comprising DESNZ staff, AECOM staff and Arup staff. Key roles and staff allocations within the workstream are identified below:

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Redacted under FOIA Section 40 Personal Information
Redacted under FOIA Section 40 Personal Information

5. Scope

This section may include but is not restricted to:

- High-level scope of the procurement i.e. what's included or in-scope with reference to lots as appropriate
- Potential demand over the period of the contract
- Potential for the range of services to expand or reduce as need change (e.g. fluctuation such as seasonal demands); for the range of materials to increase or decrease or for new products to be included or substituted as technology develops i.e. photocopier replaced by multi- functional devices.
- Exclusions e.g. specific locations, product, or service type which providers may otherwise assume are in-scope
- Known constraints e.g. equipment or software which must be used by the provider. Include reference to systems compatibility and software licences as appropriate.
- The Period of the Agreement (e.g. This agreement will be in place up to but not after June 2020)
- Security needs both physical / IT related re Cyber essentials
- GDPR implications

The **scope** of this procurement includes the following activities:

The CAZC workstream will be structured into five work packages. Arup roles are summarised for each one.

- WP1: Strategy and Target Operating Model: Arup lead role
- WP2: Pipeline, Cost Model and Business Case: Arup lead role
- WP3: CA and ZC Implementation: Arup supporting role focused on engagement with local authorities on formation of ZC organisations, and CA and ZC user testing of products.
- WP4: Products and Processes: Arup lead role
- WP5: Workstream Support and Project Management: No Arup role. Other work packages to report into PM function as appropriate.

Period of the Agreement: This commission is based on the continuation of the CAZC workstream activities from August 2024 to March 2025.

6. Requirement

- This is a statement of what is to be delivered and forms the main body of the specification. The 'golden rule' is that specifications need to be Clear, Concise and Unambiguous. It also:
 - details what will be expected of the contractor under the contract
 - how you see the contract operating to ensure aims and objectives are met
 - details specific tasks, outputs, and expectations
 - do not embed critical requirements in background information
 - list the important elements of the requirements first, and work through to least important
 - KPI's

Specification of activities

Work package 1: Strategy and Target Operating Model

- Implementation strategy document (Word version)
- Refinement and updates to the CA and ZC conceptual target operating models.
- Attendance at weekly DAG meetings and coordinating the DAG forward look for CAZC
- Development and refinement of CA and ZC roles, capabilities and responsibilities and ensuring that these developments are agreed through HNZZ governance (i.e. DAG and Deputy Director decision making) and reflected in the Statutory Instrument, Route to Market guidance and other relevant guidance and Standard Operating Procedures.
- Attendance and coordination of CAZC workstream interface meetings with AZP, Legislation, Route to Market and Strategy workstreams

Work package 2: Pipeline, Cost Model and Business Case

- Programme integration with AZP: combining future CA and ZC activities with AZP zonal project delivery programme
- Future development pipeline updates, including: AZP programme updates; data refresh from future National Zoning Model runs (from Modelling workstream) and other zonal network modelling; refinement of ranking criteria; integration of updated market capacity projections (provided by Analysis workstream); pipeline spatial data environment (SDE) and mapping / visualisation updates.
- Model integrity and QA responsibility for CAZC model/spreadsheet outputs
- Cost model updates, incorporating: Updated pipeline; zonal build out rates analysis; future exemption scenario modelling; more detailed CA and ZC resourcing estimates;
- Inputs to the Programme Outline Business Case, including: financial model; delivery model optioneering (e.g. in-house vs consultant resourcing); drafting content for the Five Cases
- Attendance and coordination of CAZC workstream interface meetings with Business Case workstream

Work package 3a: CA Implementation

- Coordination with CA Implementation work package activities as needed (*ad hoc* role to be budgeted under other work packages)

Work package 3b: ZC Implementation

- Review and input to change, engagement and training plans
- Participation in engagement with Local Authorities to develop and agree how they will form local ZCs

Work package 4: Products and Processes

- Development and maintenance of the HNZZ Product Register which will include prioritisation criteria and MVP list
- Preparation of a product execution plan (PXP) which will include procedures for data architecture, governance, review and approval, registration, templating/style, controlled release etc.
- Creation of standard templates for product production.
- Development of process workflows and standard operating procedures for core CA and ZC operational activities.

- Development of products which fall within CAZC responsibility to produce.
- Coordination with Work Package 3 (CA and ZC Implementation) to conduct user testing of draft products and feed working drafts into user mobilisation and training activities.
- Coordination with other workstreams where they have product authorship responsibility, to maintain a consistent style/voice across all HNZZ products and to facilitate user testing and handover as relevant.

Work package 5: Workstream Support

- Participation in workstream reporting and coordination activities (*ad hoc* role to be budgeted under other work packages)

Deliverables/ Outputs

- Implementation Strategy: September 2024
- Integrated Schedule with AZP: September 2024
- Zonal Opportunity Pipeline: October 2024
- Product Register: August 2024
- Product Execution Plan: August 2024
- Product Templates: September 2024
- Cost model, financial model and text inputs to OBC: January 2025
- MVP Products: March 2024

The contractor assumes the following to ensure **aims and objectives** will be met

It is recognised that the integrated nature of the team and changing nature of the zoning implementation process precludes the setting of precise scope boundaries and fixed deliverables. Arup staff will be expected to work together with DESNZ staff and other consultants' staff in a spirit of partnership and collaboration to achieve shared programme objectives.

Excluded activities:

- OBC Economic model (produced by Business Case team)
- Product style guidance (to be prepared by Comms workstream)

7. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so

All work packages will continue for the duration of the Task Order period (August 2024 to March 2025). As noted above, the following dates are identified for the following key deliverables:

WP1

- Implementation Strategy: September 2024

WP2

- Integrated Schedule with AZP: September 2024
- Zonal Opportunity Pipeline: October 2024
- Cost model, financial model and text inputs to OBC: January 2025

WP4

- Product Register: August 2024
- Product Execution Plan: August 2024
- Product Templates: September 2024
- MVP Products: March 2024

Schedule 3: Supplier proposal

Supplier Proposal for Specification 1: Advanced Zoning Programme (AZP)

Summary

Cities	<ul style="list-style-type: none">• East London Energy (Newham / Tower Hamlets / Hackney)• Leeds• Newcastle• AZP London Data (London)
AZP Zonal Scale Heat Network Name	<ul style="list-style-type: none">• East London Energy Phase 1 & 2• Leeds South Bank• Newcastle Forth Yards

East London Energy

Scope: Delivery of a Zonal Outline Business Case for the ELE Phase 1 & 2 project, as developed under Stage 1 of AZP. The ZOBC will include:

- Review and agreement of the project network extent and potential zone boundary
- Development of the Stage 1 technical scheme to address key technical risks and uncertainties
- Identification of critical loads and assessment of the feasibility and appetite for connection to the planned network
- Support on soft market testing and route to market
- Preparation of a Green Book OBC document following the AZP Template

Key staff and additional roles:

Name	Role/Grade	Scope
Redacted under FOIA Section 40 Personal Information	Director (G9)	Project Director providing senior leadership overview of quality for deliverables
Redacted under FOIA Section 40 Personal Information Redacted under FOIA Section 40 Personal Information	Associate (G7)	Arup AZP Project Manager providing management of the Arup team and first-contact liaison with AECOM, DESNZ and zonal sponsors (LAs and Bring Energy)
Redacted under FOIA Section 40 Personal Information	Principal Consultant (G6)	Technical lead overseeing all aspects of technical development and design
Commercial lead	Associate (G7)	Commercial lead overseeing development of commercial solution and route to market

Work Package manager	Senior Consultant (G5)	Assistant project manager and project coordination
Support Roles	Consultant / Graduate Consultant (G2, G3 and G4)	Technical, commercial and financial support for the project

Leeds South Bank

Scope: Support to Leeds for the advanced development of the Leeds South Bank zonal scale network, as developed in Stage 2 (Zonal OBC) of AZP. The support role will include:

- Review ZOBC scheme and proposed route to market
- Update implementation programme
- Development of the Stage 2 technical scheme to address key technical risks and uncertainties
- Engagement with anchor customers with the purpose of securing in principle agreement to connect
- Support on soft market testing and route to market
- Development of technical specifications to support a procurement process
- Support and advice to Leeds City Council and DESNZ on governance and decision making for key milestones leading to a decision to invest and/or procure the chosen delivery route.
- Support and advice to Leeds City Council in consideration of a future Zone Coordinator role for the Council.

Key staff and additional roles:

Name	Role/Grade	Scope
Redacted under FOIA Section 40 Paragraph 1	Director (G9)	Project Director providing senior leadership overview of quality for deliverables
Redacted under FOIA Section 40 Paragraph 1	Associate (G7)	Arup AZP Project Manager providing management of the Arup team and first-contact liaison with AECOM, DESNZ and zonal sponsors (LAs and Bring Energy)
Technical lead	Principal Consultant (G6)	Technical lead overseeing all aspects of technical development and design
Commercial lead	Associate (G7)	Commercial lead overseeing development of commercial solution and route to market
Work Package manager	Senior Consultant (G5)	Assistant project manager and project coordination
Support Roles	Consultant / Graduate Consultant (G2,G3 and G4)	Technical, commercial and financial support for the project

Newcastle Forth Yards

Scope: Support to Newcastle upon Tyne for the advanced development of the Newcastle Forth Yards zonal scale network, as developed in Stage 2 (Zonal OBC) of AZP. The support role will include:

- Review ZOBC scheme and proposed route to market
- Update implementation programme
- Development of the Stage 2 technical scheme to address key technical risks and uncertainties
- Engagement with anchor customers with the purpose of securing in principle agreement to connect
- Support on soft market testing and route to market
- Development of technical specifications to support a procurement process
- Support and advice to Newcastle City Council and DESNZ on governance and decision making for key milestones leading to a decision to invest and/or procure the chosen delivery route.
- Support and advice to Newcastle City Council in consideration of a future Zone Coordinator role for the Council.

Key staff and additional roles:

Name	Role/Grade	Scope
Redacted under FOIA Section 40 PERS	Director (G9)	Project Director providing senior leadership overview of quality for deliverables
Redacted under FOIA Section 40 PERS	Associate (G7)	Arup AZP Project Manager providing management of the Arup team and first-contact liaison with AECOM, DESNZ and zonal sponsors (LAs and Bring Energy)
Technical lead	Principal Consultant (G6)	Technical lead overseeing all aspects of technical development and design
Commercial lead	Associate (G7)	Commercial lead overseeing development of commercial solution and route to market
Work Package manager	Senior Consultant (G5)	Assistant project manager and project coordination
Support Roles	Consultant / Graduate Consultant (G2,G3 and G4)	Technical, commercial and financial support for the project

AZP London Data

Scope: Coordinate with all London AZP consultants to assemble a single integrated visualisation of the emerging zonal scale networks across London. The role will include:

- Collection of geospatial data from each AZP London project.
- Transformation of received data to enable visualisation in a single viewer
- Provision of requirements to AZP Consultants on the preparation of interoperable geospatial datasets
- Management of access for authorised users to the viewer
- Maintenance of the integrated data architecture and viewer for the duration of the Work Package period
- Support to DESNZ to respond to queries from London local authorities and the GLA

Key staff and additional roles:

Name	Role/Grade	Scope
Redacted under FOIA Section 40 Personal Information	Director (G9)	Project Director providing senior leadership overview of quality for deliverables
Redacted under FOIA Section 40 Personal Information	Associate (G7)	Arup AZP Project Manager providing management of the Arup team and first-contact liaison with AECOM, DESNZ and zonal sponsors (LAs and Bring Energy)
Redacted under FOIA Section 40 Personal Information	Associate (G7)	Work Package manager overseeing the work package activities and deliverables
GIS Lead	Senior Consultant (G5)	Senior GIS Scientist leading the technical work on the work package
Support Roles	Consultant / Graduate Consultant (G2,G3 and G4)	Technical support for the project

Supplier Proposal for Specification 2: Central Authority Zone Coordinator (CAZC) Workstream support

Specification 2 – CAZC Summary

Staffing and Budget Summary

Table 1 Key and support staff rate card

Name	Role (Arup Grade)	Scope
Redacted under FOIA Section 40 Personal Information	Director (G9)	Overall Arup Director WP 1 and 2 Lead
Redacted under FOIA Section 40 Personal Information	Associate Director (G8)	WP4 Lead
Redacted under FOIA Section 40 Personal Information	Principal Consultant (G6)	Business Case Lead
Support Role	Principal Consultant (G6)	Multiple roles
Support Role	Senior Consultant (G5)	Multiple roles
Support Role	Consultant / Graduate Consultant (G2, G3 and G4)	Multiple roles

Table 2 Forecast time allocation by workstream

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Table 3 Budget allocation by workstream

Work Package	Budget allocation
WP1: Strategy and Target Operating Model	£96,378.75
WP2: Pipeline and Business Case	£275,399.75
WP3: CA and ZC Implementation	£63,162.00
WP4: Products and Processes	£432,112.00
WP5: Workstream Support and Project Management	£0.00
Total	£867,052.50

Understanding, Scope, Approach and Team

Understanding

Arup has since June 2023 supported DESNZ on scoping, development and implementation of the Heat Network Zoning Programme (HNZP) Central Authority & Zone Coordinator (CAZC) workstream, as part of an integrated team with DESNZ and AECOM staff. We understand that DESNZ has made the case for continuity in the workstream team to ensure we can deliver required “minimum viable product” (MVP) outputs and outcomes by the end of March 2025 (“Day Zero”).

The workstream is nearing the end of the “design” phase for CAZC and entering the “implementation” phase. In light of this transition, we have reviewed our work plan and refreshed the workstream work plan and structure, as reflected in the Task Order. We understand that the new work plan is organised around five work packages (see figure below):

- WP1: Strategy and Target Operating Model
- WP2: Pipeline and Business Case
- WP3: CA and ZC Implementation
- WP4: Products and Processes
- WP5: Workstream Support and Project Management

Arup resources will mainly be dedicated to WP1, WP2 and WP4, with a supporting role on WP3. AECOM will lead WP3 and WP5 and play a supporting role on WP1 and WP4.

It is recognised that workstream leadership remains ultimately with DESNZ.

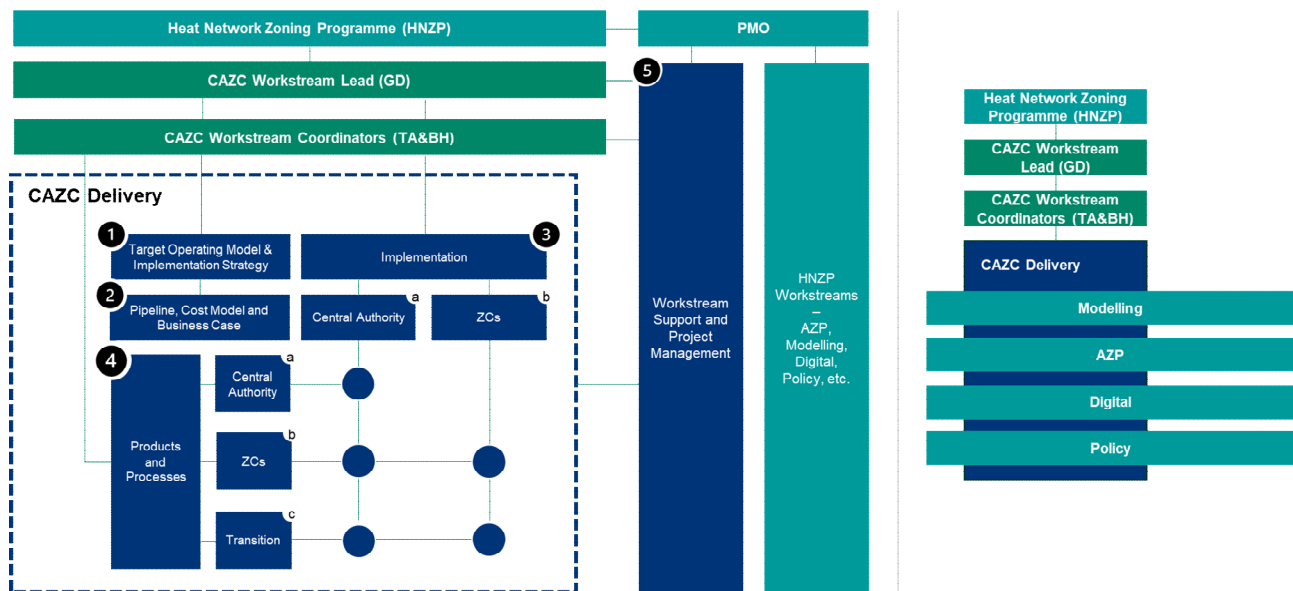


Figure 1 Refreshed CAZC workstream organisation structure

Proposed approach

Work Package 1: Strategy and Target Operating Model

WP1 represents the legacy of the design phase. We see this as a “custodian” role to provide strategic guidance to the rest of the workstreams and to provide strategic input on behalf of the workstream to other HNZZ workstreams.

Specific deliverables will include:

- Development of a prose version of the CAZC Implementation Strategy, based on the previously developed and widely circulated slide deck.
- Adaptation of the ZC conceptual Target Operating Model into a set of concrete organisation design options to enable local authorities to make their respective Zone Coordinator design decisions.

Following completion of these deliverables early in the new period (Aug-Sep 2024), we expect the work package to act in a monitoring and support role. This will include updating the CA and ZC target operating models from time to time as the implementation proceeds, to keep the TOMs consistent with actual practice on the ground.

This work package will take the lead on cross-workstream interface with:

- Strategy workstream
- Legislation workstream
- Route to Market workstream

Work Package 2: Pipeline and Business Case

WP2 comprises a number of interrelated quantitative activities:

- Integration of the AZP and CAZC programmes for each of the AZP local areas, to enable forward planning of when each area’s zone coordinator needs to be in place
- Refinement of the prioritised zone development area pipeline, which will build on the integrated programme. The pipeline will also incorporate the next release of the National Zoning Model and rerun the Zone Development Area boundary drawing exercise, taking account of additional insights on existing networks and published plans for heat networks within and outside AZP areas. We will also update and agree the prioritisation criteria and weighting, and rerun the prioritisation.
- Preparation of a Delivery Model Assessment (DMA) for the zoning services, in accordance with Cabinet Office guidance.¹ A DMA is described in the guidance as:

an analytical, evidenced based approach to assist reaching a recommendation on whether a department should deliver a service, or part of a service, in-house, procure from the market or adopt a hybrid solution. (para 2.1.1)

This assessment will directly inform the OBC commercial case. The DMA will be preceded by a scoping exercise, to be agreed by CAZC leadership and advised by the Business Case workstream.

¹

https://assets.publishing.service.gov.uk/media/60a387d5e90e07357422eb45/Delivery_model_assessment_guidance_note_May_2021.pdf

- Development of a more detailed cost model, which will build on the refined pipeline and deeper analysis of ZC costs and modelling of scenarios for key uncertainties, such as the number of exemptions in each zone. The cost model will identify the budget which will be sought directly out of the OBC, given the Final Business Case will not be approved until the middle of 2025.
- Development of the OBC financial model, which will build on the cost model, taking account of the proposed commercial case.
- Authoring text inputs to the zoning project outline business case.

Versions of all of the above products already exist; therefore, the activities will comprise building on the existing versions to provide an appropriate level of detail for the next stage of work. The appropriate level of detail is largely influenced by the OBC requirements, as advised by the Business Case team.

Given the quantitative and scenario modelling work involved in the above activities, we have identified the need for a Quality Assurance manager to coordinate assurance processes for each spreadsheet, model or software product developed for DESNZ, such that they meet DESNZ QA standard requirements.

This work package will take the lead in cross-workstream coordination with:

- AZP workstream
- Business Case workstream

Work Package 3: CA and ZC Implementation

WP3 comprises the activities around actual implementation of the CA and the first tranche of ZCs. It is focused on human factors: change management, training, recruitment and communications. This work package will be led by AECOM. Our role will be to support the work package in the following ways:

- Review and input to work package plans and strategies, including the change management plan and comms strategy
- Support to engagement with local authorities for the design of their zone coordinator organisation and governance arrangements (ie target operating model). We will make available a core group of staff with experience of working with local authorities and working on heat networks generally and heat network zoning specifically.

Work Package 4: Products and Processes

WP4 is concerned with providing the future CA and ZC bodies with the documents, templates, procedures, tools and equipment – collectively “products” – they need to perform their functions effectively. The work package has also played a key role in developing the processes of the zoning value chain to a greater level of detail.

While WP3 is described above as concerned with human factors, WP4 includes an important focus on user testing, to help us make the MVP products readily usable and ideally intuitive.

Products

WP4 will initially focus on the completion of plan documents which will enable the confirmation of what MVP means:

- Product register, which will identify for each product the title, purpose, type, author, format (MVP and potential end state) and priority level

- Product execution plan, which will set out how the MVP products will be produced. We anticipate applying an agile approach using two-week sprints for the more simple products, with a longer term approach for those long lead items which will require deeper consideration of requirements and solution options. The PXP will also set out an approach for product data architecture and document management.
- Product templates to support authors to produce products which all look recognisably from the same source. For MVP the template will not comprise a branding strategy but will be based on DESNZ house style. We will coordinate with the Comms and Digital workstreams on this matter.

The main types of products to be developed are:

- Standard operating procedures
- Guidance documents
- Forms and templates, including statutory notices
- Management and decision support tools
- The National Zoning Model
- The Digital Platform

Some of these will be authored by the CAZC workstream while others will be authored by other workstreams. Author responsibility will be set out in the product register.

We have identified some potential content authors including those with experience of government statutory processes and of heat network zoning. We have also included staff with experience of the HNZ pilot programme which will be a resource pool of potential proto-products.

Process

The process part of this work package will build on our earlier work on process mapping. Within this activity area, we will complete the following:

- Develop workflows in Visio software which will become the backbone of standard operating procedure products.
- Support WP2 to develop the integrated programme with AZP
- Prepare materials to support engagement with local authorities.

Timing of activities

Although the list of products we need to develop is very long, we are also concerned about the risk of abortive work if product development starts before key policy and process decisions are finalised. The General Election has brought delays to the Consultation Response and SI, which will ripple through the programme. We propose therefore to continue work without pause on the process activities but to hold back on product development activities until later in the autumn. This also aligns with the budget constraints on the workstream, which will mean we need to set an ambition level for product production which is in line with available resources.

Work Package 5: Workstream Support and Project Management

This work package will be led by AECOM. We will support the work package through reporting and communication of activities, and updating forward plans on a regular basis.

Cross-workstream coordination

In order to streamline our communication and coordination with other HNZIP workstreams, we have allocated work package leads to each workstream. This should lead to fewer attendees at weekly meetings but will need to be balanced by greater discipline in passing information through to those who don't attend, and to identifying agendas and attendees in advance of each coordination meeting. The figure below provides an indication of responsibility allocation for cross-workstream coordination:

Table 4 Lead role allocation for cross-workstream coordination

HNZIP Workstream	WP1	WP2	WP3	WP4	WP5
Capability workstreams					
Legislation					
Route to Market					
Modelling & Data					
Digital					
AZP					
Enabling & supporting workstreams					
Strategy					
Business Case					
Comms					
PMO					

Team and staffing

We will retain key staff from the existing workstream organisation, while making changes which reflect the changing requirements of the workstream. Identified staff and their main roles are set out below.

Table 5 Staff role allocations: Core team

[illegible]

[illegible][illegible]

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Schedule 4: Variation Form

This form is to be used in order to change a contract in accordance with Clause C7-11 of the Framework Contract.

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

1. This Variation must be agreed and signed by both Parties to this Task Order Form and shall only be effective from the date it is signed by the Contracting Authority.
2. Words and expressions in this Variation shall have the meanings given to them in this Task Order Form.
3. The Task Order Form, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Contracting Authority

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Schedule 5: Sustainability

“Waste Hierarchy”

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (a) Prevention;
- (b) Preparing for re-use;
- (c) Recycling;
- (d) Other Recovery; and
- (e) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Contracting Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

- (a) equality of opportunity; and
- (b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Environmental Requirements

- 3.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 3.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Contracting Authority:

- 3.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 3.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 3.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

- 3.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 3.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Contracting Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate

to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

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

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

4. Supplier Code of Conduct

- 4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Contracting Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5. Reporting

The Supplier shall comply with reasonable requests by the Contracting Authority for information evidencing compliance with any of the requirements in Paragraphs Public **Sector Equality Duty**-4 of this Part A above within fourteen (14) days of such request, provided that such requests are limited to [two (2)] per requirement per Contract Year.

Schedule 6: Key Supplier Staff

- 1 Key Supplier Staff
 - 1.1 The Task Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Task Order Form lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the Task Order Form Start Date.
 - 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Task Order Form Period.
 - 1.3 The Contracting Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
 - 1.4 The Supplier shall not remove or replace and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Contracting Authority or the Contracting Authority approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
 - 1.5 The Supplier shall:
 - 1.5.1 notify the Contracting Authority promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the delivery of the Task Order Form;
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced;
 - 1.5.6 on written request from the Contracting Authority, provide a copy of the contract of employment or engagement (between the Supplier and Supplier staff) for every member of the Supplier staff made available to the Contracting Authority under the Task Order Form when providing deliverables under any the Task Order Form;
 - 1.5.7 on written request from the Contracting Authority, provide details of start and end dates of engagement for all Key Staff filling Key Roles under this Task Order Form.
 - 1.6 The Contracting Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Contracting Authority considers in any respect unsatisfactory. The Contracting Authority shall not be liable for the cost of replacing any Key Staff.

Schedule 7: Exit Management

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement the Contract:

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Subcontractor in the provision of the deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Subcontractor in connection with the deliverables but which are also used by the Supplier or a Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Contracting Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Contracting Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Contracting Authority;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Contracting Authority or any replacement supplier to provide the deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and

2. **Supplier must always be prepared for contract exit**

2.1 Not used

3. **Assisting re-competition for deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Contracting Authority and/or its potential replacement suppliers (subject to the potential replacement suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Contracting Authority shall reasonably require in order to facilitate the preparation by the Contracting Authority of any invitation to tender and/or to facilitate any potential replacement suppliers undertaking due diligence (the **"Exit Information"**).
- 3.2 The Supplier acknowledges that the Contracting Authority may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective replacement supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Contracting Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any deliverables (and shall consult the Contracting Authority in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. **Exit Plan**

- 4.1 The Supplier shall, within two (2) Months after the Date of this Task Order Form, deliver to the Contracting Authority a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Contracting Authority (the **"Exit Plan"**).
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then they should follow the process for disputes outlined in the Contract.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining deliverables under this Task Order Form;

- 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the deliverables will transfer to the replacement supplier and/or the Contracting Authority;
 - 4.3.6 details of any contracts which will be available for transfer to the Contracting Authority and/or the replacement supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Contracting Authority (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the replacement supplier's staff in connection with the continuation of the provision of the deliverables following the expiry of this Task Order Form;
 - 4.3.11 proposals for providing the Contracting Authority or a replacement supplier copies of all documentation relating to the use and operation of the deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the deliverables;
 - 4.3.13 proposals for the identification and return of all Contracting Authority Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Contracting Authority or a replacement supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with the Contract. The Supplier shall be entitled to increase or vary the charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- every six (6) months throughout the duration of the Task Order Form;
- (a) no later than twenty (20) Working Days after a request from the Contracting Authority for an up-to-date copy of the Exit Plan;
 - (b) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (c) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Contracting Authority and promptly correct any identified failures.

4.6 Only if (by notification to the Supplier in writing) the Contracting Authority agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. **Termination Assistance**

5.1 The Contracting Authority shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the expiry of the Task Order Form or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Contracting Authority shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the end of the Task Order Form; and
- 5.2.2 the Contracting Authority shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.

5.3 The Contracting Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

- 5.4 In the event that Termination Assistance is required by the Contracting Authority but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Contracting Authority approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Contracting Authority, provide the Termination Assistance;
 - 6.1.2 provide to the Contracting Authority and/or its replacement supplier any reasonable assistance and/or access requested by the Contracting Authority and/or its replacement supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the deliverables to the Contracting Authority and/or its replacement supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Contracting Authority;
 - 6.1.4 subject to Paragraph 6.3, provide the deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Contracting Authority's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Contracting Authority; and
 - 6.1.6 seek the Contracting Authority's prior written consent to access any Contracting Authority premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Contracting Authority, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Contracting Authority's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Contracting Authority Premises;

- 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.4 provide access during normal working hours to the Contracting Authority and/or the replacement supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the deliverables and who are still employed by the Supplier, provided that the Contracting Authority and/or the replacement supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Contracting Authority's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Contracting Authority shall notify the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Contracting Authority requires to be transferred to the Contracting Authority and/or the replacement supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,

the Contracting Authority and/or the replacement supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Contracting Authority requires to be assigned or novated to the Contracting Authority and/or the replacement supplier (the "**Transferring Contracts**"), in order for the Contracting Authority and/or its replacement supplier to provide the deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Contracting Authority and/or its replacement supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Contracting Authority and/or its replacement supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Contracting Authority and/or the replacement supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Contracting Authority or the replacement supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Contracting Authority and/or the replacement supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Contracting Authority and/or the replacement supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Contracting Authority or the replacement supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Contracting Authority and/or the replacement supplier. The Supplier shall execute such documents and provide such other assistance as the Contracting Authority reasonably requires to effect this novation or assignment.
- 8.7 The Contracting Authority shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Contracting Authority and/or the replacement supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the replacement supplier does the same.

- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Contracting Authority until the transfer of the relevant Transferring Contract to the Contracting Authority and/or the replacement supplier has taken place.
- 8.9 The Supplier shall indemnify the Contracting Authority (and/or the replacement supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Contracting Authority (and/or replacement supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

9. No charges

Unless otherwise stated, the Contracting Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Contracting Authority and/or the Replacement and the Supplier as follows:

the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;

the Contracting Authority or replacement supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Contracting Authority may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
- 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Contracting Authority and/or the replacement supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Contracting Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Contracting Authority staff, customers and key stakeholders;
 - 1.1.7 not used;
 - 1.1.8 providing an information pack listing and describing the deliverables for use by the Contracting Authority in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Contracting Authority and/or the replacement supplier regarding the deliverables;
 - 1.1.10 agreeing with the Contracting Authority and/or the replacement supplier a plan for the migration of the Government Data to the Contracting Authority and/or the replacement supplier;
 - 1.1.11 providing access to the Contracting Authority and/or the replacement supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the deliverables to the Contracting Authority and/or the replacement supplier:
 - (a) to information and documentation relating to the deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
 - 1.1.12 knowledge transfer services, including:
 - (a) making available to the Contracting Authority and/or the replacement supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Contracting Authority and/or the replacement supplier (acting reasonably);
 - (b) transferring all training material and providing appropriate training to those Contracting Authority and/or replacement supplier staff responsible for internal training in connection with the provision of the deliverables;

- (c) providing as early as possible for transfer to the Contracting Authority and/or the replacement supplier of all knowledge reasonably required for the provision of the deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the replacement supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Contracting Authority and/or the replacement supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Contracting Authority and the replacement supplier with any applicable security and/or health and safety restrictions, and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Contracting Authority at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Contracting Authority and/or its replacement supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Contracting Authority and/or the replacement supplier.

1.4 The information which the Supplier will provide to the Contracting Authority and/or the replacement supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Contracting Authority and/or the replacement supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Contracting Authority pursuant to this Schedule, and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the replacement supplier and/or the Contracting Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Contracting Authority deems reasonable; and
- 1.5.2 the Contracting Authority and/or the replacement supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 8: Contract Management

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement the Contract:

- "Operational Board"** the board established in accordance with Paragraph 4.1 of this Schedule;
- "Project Manager"** the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

1. The Supplier and the Contracting Authority shall each appoint a Project Manager for the purposes of this Task Order Form through whom the provision of the Services and the Deliverables shall be managed day-to-day.
2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Task Order Form can be fully realised.
3. Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

1. The Supplier Project Manager shall be:
 1. the primary point of contact to receive communication from the Contracting Authority and will also be the person primarily responsible for providing information to the Contracting Authority;
 2. able to delegate his position to another person at the Supplier but must inform the Contracting Authority before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 3. able to cancel any delegation and recommence the position himself; and
 4. replaced only after the Contracting Authority has received notification of the proposed change.
2. The Contracting Authority may provide revised instructions to the Supplier's Project Manager in regards to this Task Order Form and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
3. Receipt of communication from the Supplier Project Manager by the Contracting Authority does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

1. The Operational Board shall be established by the Contracting Authority for the purposes of this Contract on which the Supplier and the Contracting Authority shall be represented.
2. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Contracting Authority board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
4. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the

Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

5. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Task Order Form. The agenda for each meeting shall be set by the Contracting Authority and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Task Order Form.
2. The Supplier shall develop, operate, maintain and amend, as agreed with the Contracting Authority, processes for:
 1. the identification and management of risks;
 2. the identification and management of issues; and
 3. monitoring and controlling project plans.
3. The Supplier allows the Contracting Authority to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
4. The Supplier will maintain a risk register of the risks relating to this Task Order Form which the Contracting Authority and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

As agreed by the Parties