



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

**National Tide Gauge Network Support & Maintenance
2025 – 2030 - C28511**

Contents

Order Form	4
Annex 1 – Authorised Processing Template	8
Annex 2 – Specification	9
Annex 3 – Charges	38
3. Not Used	38
4. Rates and Prices	38
5. Currency	39
6. Variations	39
7. Electronic Invoicing	40
Annex 4 – Tender Submission	42
Annex 5 – Sustainability	8
Short Form Terms	13
1. Definitions used in the Contract	13
2. Understanding the Contract	18
3. How the Contract works	19
4. What needs to be delivered	20
5. Pricing and payments	22
6. The Authority's obligations to the Supplier	23
7. Record keeping and reporting	24
8. Supplier staff	25
9. Rights and protection	26
10. Intellectual Property Rights (IPRs)	27
11. Ending the contract	28
12. How much you can be held responsible for	31
13. Obeying the law	31
14. Insurance	32
15. Data protection	32
16. What you must keep confidential	37
17. When you can share information	38
18. Invalid parts of the contract	39
19. No other terms apply	39
20. Other people's rights in a contract	39
21. Circumstances beyond your control	39
22. Relationships created by the contract	40
23. Giving up contract rights	40
24. Transferring responsibilities	40
25. Changing the contract	40
26. How to communicate about the contract	41
27. Preventing fraud, bribery and corruption	41
28. Health, safety and wellbeing	42
31. Tax	43
33. Conflict of interest	44
34. Reporting a breach of the contract	45
35. Resolving disputes	45
36. Which law applies	46

National Oceanography Centre Innovations Limited
National Oceanography Centre
European Way
SO14 3ZH

Attn: [REDACTED]

Date: 31/03/2025
Our ref: C28511

Dear [REDACTED],

Supply of National Tide Gauge Network Support & Maintenance 2025 - 2030

Following your tender/ proposal for the supply of National Tide Gauge Network Support & Maintenance 2025 - 2030 to the Environment Agency, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between the Environment Agency for the provision of the deliverables set out in the Order Form.


We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to Daniela Ciampa via the Atamis messaging portal within **7** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

Daniela Ciampa
Defra Group Commercial

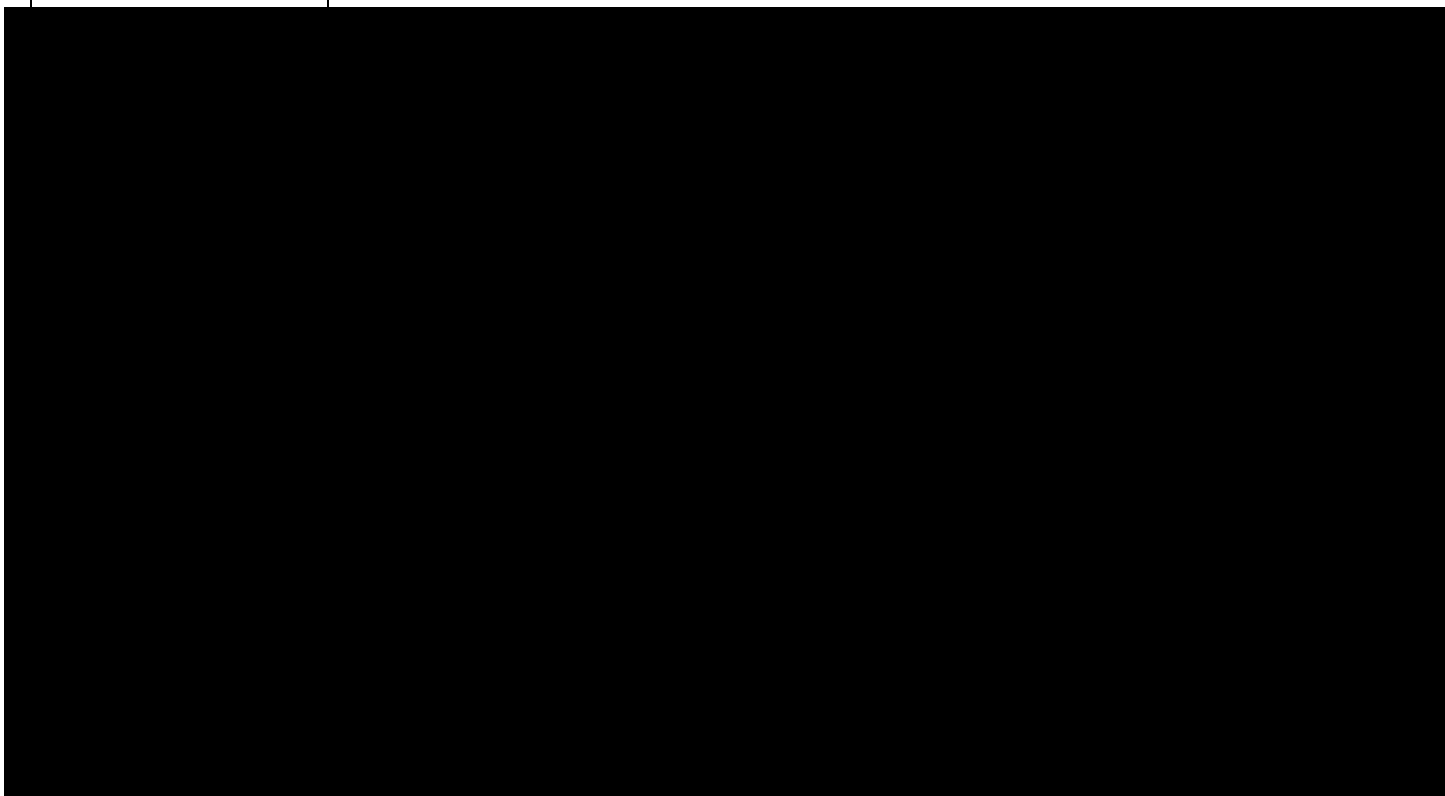
Order Form

1. Contract Reference	C28511
2. Date	Please see DocuSign Record in Atamis C28511
3. Authority	Environment Agency, Horizon House Bristol BS1 5AH
4. Supplier	National Oceanography Centre Innovations Limited, a company limited by guarantee registered under the laws of England & Wales under registration number 12250763 whose registered office is at European Way, Southampton, Hampshire SO14 3ZH, United Kingdom
4a. Supplier Account Details	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none">1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>

6. Deliverables	Goods	N/A
	Services	As per the specification (Annex 2).
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 1st April 2025 (the Start Date)</p> <p>and the Expiry Date shall be 31st March 2028, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for 2 periods of up to 12 months each by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	

11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <div data-bbox="467 264 1054 376" style="background-color: black; width: 368px; height: 50px; margin-bottom: 10px;"></div> <div data-bbox="467 409 730 450" style="background-color: black; width: 165px; height: 18px; margin-bottom: 10px;"></div> <div data-bbox="467 483 981 595" style="background-color: black; width: 322px; height: 50px;"></div>	
12. Address for notices	<p>Authority:</p> <p>Environment Agency Deanery Road Bristol BS1 5AH United Kingdom</p> <div data-bbox="454 882 959 963" style="background-color: black; width: 316px; height: 36px;"></div>	<p>Supplier:</p> <p>National Oceanography Centre Innovations Limited National Oceanography Centre European Way SO14 3ZH United Kingdom</p>
13. Key Personnel	<p>Authority:</p> <p>Environment Agency Deanery Road Bristol BS1 5AH United Kingdom</p> <div data-bbox="454 1321 857 1402" style="background-color: black; width: 252px; height: 36px;"></div>	<p>Supplier:</p> <p>National Oceanography Centre Innovations Limited National Oceanography Centre European Way SO14 3ZH United Kingdom</p> <div data-bbox="1007 1321 1388 1402" style="background-color: black; width: 239px; height: 36px;"></div>
14. Procedures and Policies	<p>For the purposes of the Contract the details of procurement relevant procedures and policies are outlined in the terms and conditions.</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. 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 Deliverables.</p>	

15. Limitation of Liabilities	In accordance with Clause 12.1
16. Insurance	<p>The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract and continuing 3 years after the Expiry Date in accordance with this Order Form</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £3,000,000.00 (three million pounds); - Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5,000,000.00 (five million pounds); - Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5,000,000.00 (five million pounds); - Product Liability insurance is not required under the conditions of this contract



Annex 1 – Authorised Processing Template

Contract:	National Tide Gauge Network Support & Maintenance 2025 – 2030 - C28511
Date:	26/03/2025
Description Of Authorised Processing	Details
Subject matter of the processing	Names and contact details of local site owners for accessing tide gauges
Duration of the processing	For the Term of the Contract.
Nature and purposes of the processing	Names and contact details of local site owners for accessing tide gauges
Type of Personal Data	Personal data.
Categories of Data Subject	Local site owners for accessing tide gauges

Annex 2 – Specification

Contents

Glossary.....	10
1. Background.....	12
2. UK Tide Gauge Network	15
2.1 Instrumentation overview.	15
2.2 Tide Gauge Prioritisation.....	15
2.3 Tide Gauge Network Development	15
2.4 Data Sampling.....	15
2.5 Telecommunications	16
2.6 Electrical Installation.....	16
2.7 Premises and Locations of the UK Tide Gauge Network	17
3. Scope of the Support & Maintenance Services.....	19
3.1 Service Levels.....	19
3.1.1 Availability.....	19
3.1.2 Quality Standard.....	19
3.1.2.1 Bubbler Gauges	20
3.1.2.2 Radar Gauges	20
3.1.3 Resilience	20
3.2 Tide Gauge Instruments Maintenance and Support.....	21
3.2.1 Diving Operations	21
3.2.2 Fault Resolution.....	22
3.2.3 Multiple Site Failures	22
3.2.4 Ad-Hoc works	22
3.2.5 Contingency Installation	23
3.2.6 New Installations	23
3.3 Geodetic Survey and Levelling.....	23
3.4 Communications and Electrical supply.....	25
3.5 Building Maintenance and Site Access	25
3.6 Site Risk Assessments.....	26
3.7 Fault reporting	26
3.8 Health and Safety.....	27
3.8.1 Construction Design Management Regulations.....	27
3.8.2 Electrical Safety Agreement	28
3.8.3 Electrical Installation Condition Reports	28
3.8.4 Public Safety Risk Assessments	29
3.9 Asset Register.....	29
3.10 Network Management	30
3.11 Risk Log and Issues Register.....	30
3.12 Technical & Management Reporting	30
3.12.1 Management Report.....	31
3.12.2 Quarterly Report.....	31
3.12.3 Annual Report.....	32
3.13 Exit Planning	33
3.14 Key Performance Indicators	33

Glossary

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings (to be interpreted in the singular or plural as the context requires):

Asset Register	A list of the fixed assets containing pertinent details about each fixed asset to track their value and physical location.
ATAMIS	The e-Tendering system used by the Environment Agency for conducting this procurement, which can be found at https://atamis-9529.cloudforce.com/
Authority	The Environment Agency
Conflict of Interest	The actual or potential conflict of interest on the part of the Tenderer in connection with the ITT or the Contract.
DfI(NI)	Department for Infrastructure Northern Ireland
EA	Environment Agency
EATEL	The Environment Agency's new telemetry system, due to go live in 2025
Equipment	Monitoring equipment as defined in this specification and, unless context demands otherwise, includes all consumables and ancillaries associated with the monitoring equipment.
Housing	Cabins, kiosks or enclosures in which UKTGN equipment is stored.
ITEE	Inspection and testing of electrical equipment
MEICA	The Environment Agency's Mechanical, Electrical, Instrumentation, Control and Automation Department.
NRW	Natural Resources Wales
PAT	Portable Appliance Testing, also known as Inspection and Testing of Electrical Equipment (ITEE)
PPM	Planned preventative maintenance
SEPA	Scottish Environment Protection Agency
SHEWCOP	The Safety, Health, Environment and Wellbeing (SHEW) Code of Practice

SWANTEL	The Environment Agency's current telemetry system
UKCFF	UK Coastal Flood Forecasting partnership
UKTGN	UK National Tide Gauge Network

1. Background.

UKCFF is a partnership between the national flood forecasting operating authorities in the UK. The primary purpose of the partnership is to provide a UK wide strategic coastal service to monitor and forecast coastal conditions. The outputs from UKCFF services provide the foundations for flood forecasting and warning activities of the partner organisations.

The UKCFF partners are;

- Environment Agency (EA)
- Scottish Environment Protection Agency (SEPA)
- Natural Resources Wales (NRW)
- Department for Infrastructure Northern Ireland (DfINI)

The Environment Agency owns and maintains 42 'Class A' strategic tide gauges, distributed around the UK coastline on behalf of the UK Coastal Flood Forecasting partnership. These are commonly referred to as the UKCFF tide gauges or UK Tide Gauge Network (UKTGN). The network currently consists of 21 sites in England, 10 in Scotland, 7 in Wales, 2 in Northern Ireland, 1 in Jersey and 1 in the Isle of Man. The Environment Agency is responsible for and manages all gauges in the network. Use of the data is not restricted to the operating authority boundary in which a gauge is located, for example both the Environment Agency (England) and Natural Resources Wales (Wales) use the Liverpool tide gauge data in delivering their forecasting services.

These tide gauges are of critical importance in providing flood forecasting, warning, modelling, mapping and operational activities. The primary use of the network is to support the operational flood forecasting activities of the UK Flood Forecasting Authorities. The gauges are used to:

- Provide a strategic overview of real time coastal conditions around the UK.
- Track the progress of coastal surge around the UK waters.
- Develop and calibrate the coastal surge model hosted by the Met Office.
- Produce high quality tide tables for key strategic locations in the UK for flood forecasting.
- Provide high quality archive data sets for use in coastal flood modelling and mapping applications and modelling of extreme sea levels.

The data are also used by academics and researchers for a variety of scientific uses such as monitoring mean sea level and sea level rise. Gauges at Newlyn, Stornoway and Lerwick form part of the Core GLOSS (Global Sea Level Observing System) network <http://www.gloss-sealevel.org/> and are therefore of international significance. A further four gauges at Aberdeen, North Shields, Sheerness and Liverpool have been identified as key long-term trend sites for monitoring mean sea level.

The key requirements of this contract in relation to the UK Tide Gauge Network are;

- Maintenance of 42 tide gauges to ensure the measuring performance of the gauge is compliant with the standards set in section 3
- Resolution of faults with the tide gauge measuring equipment and telemetry outstation to the standards set out in section 3
- Geodetic survey and levelling at sites to ensure datum control to the standards set out in section 3
- Engagement and communication with EA contract manager and EA Instruments and Systems team, and wider teams as necessary
- Liaison with the contractor responsible for the QA and archiving of the UKTGN data, currently British Oceanographic Data Centre.
- Liaison with landowners where our tide gauges are located to ensure continued access is retained for maintenance and repair works
- Adhering to the relevant Health and Safety and CDM regulations 2015 in the maintenance of the tide gauges.

Further details of the contract requirements are provided in Section 3.

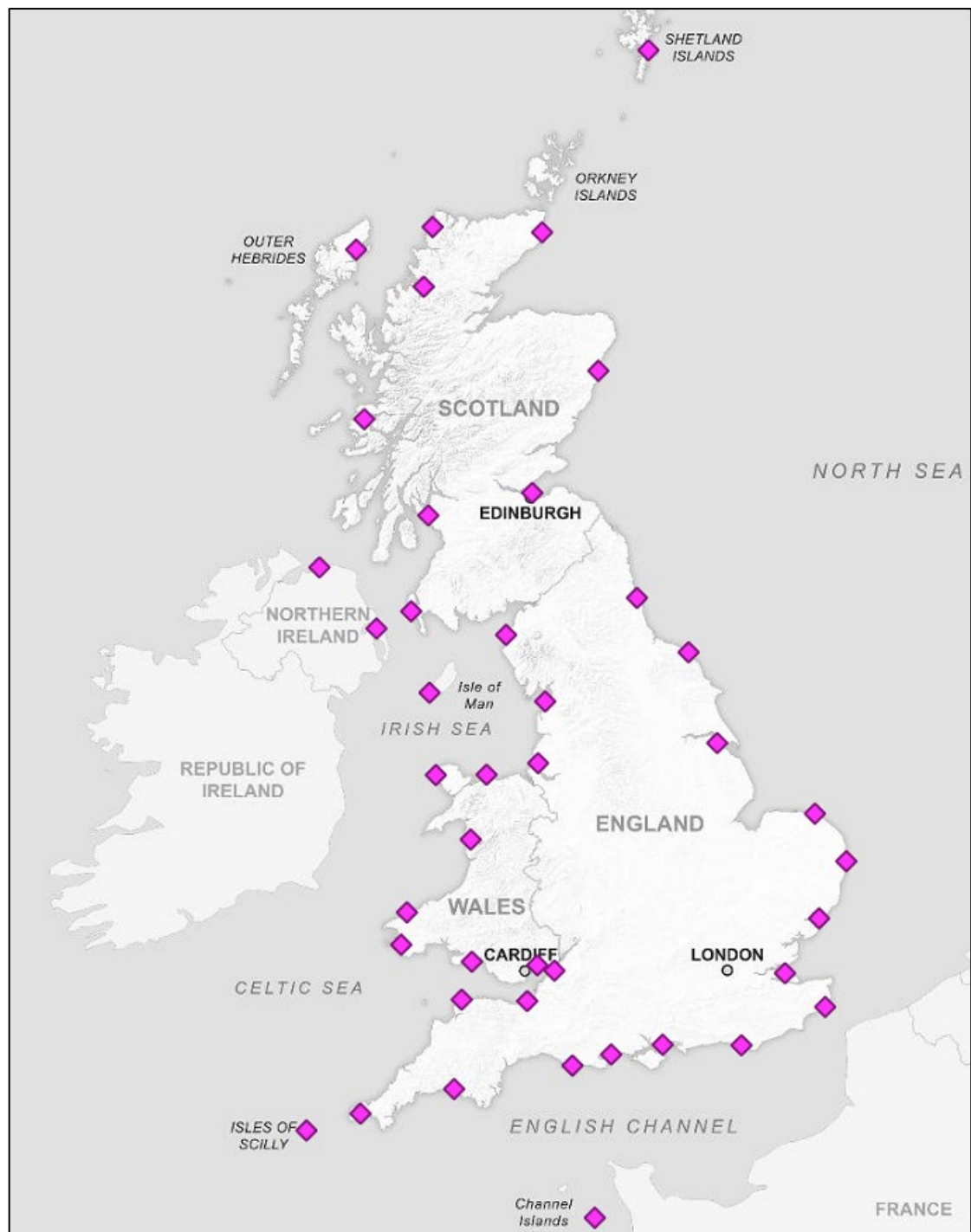


Figure 1. Locations of the 42 UK Tide Gauge sites.

2. UK Tide Gauge Network

2.1 Instrumentation overview.

A description of the site and the equipment present is shown in Table 1.

2.2 Tide Gauge Prioritisation

The tide gauges have been assigned a priority score, shown in Table 1 based on their importance for operational flood forecasting purposes. The service level agreements within this contract are based around these priority scores.

2.3 Tide Gauge Network Development

The Supplier will demonstrate capability in the installation and maintenance of a variety of tide level measurement methods. This should not be limited to the bubbler and radars gauges currently present on the UKTGN. Assisting in identifying future improvements to the UKTGN and the ability to adapt to emerging technologies, working to GLOSS standards, are required and should be demonstrated in submitted tenders.

It is expected that the UKTGN will undergo an improvement programme during the course of this contract period. Therefore, the scope of the maintenance required through this contract may or changed to accommodate more or different sensors. This will be agreed by both the Authority and Supplier.

2.4 Data Sampling

The UKTGN use Seprol S500 outstations because they are large enough to accommodate the amount of bubbler data. The sensors send the data to the outstation where it is stored ready for transmission via the telecommunications on site.

The S500 is a legacy outstation, and no longer supported by the manufacturer. Currently, it is the only model that can work with the digi-quartz pressure transducers used by the bubbler instruments. Over the contract period it is likely the Seprol S500 equipment will be replaced and stations transitioned to a new model supplied by the Authority.

The data collected from the UKTGN sites are currently averaged over a 15 minute period to eliminate the effects of short period waves. The data are time stamped at the mid-point of this averaging period. The averaging periods are selected so that the nominal data time is on the hour and then every 15 minutes. During the 15 minutes immediately after the completion of the averaging period,

SWANTEL and data distribution systems attempt to deliver the tide level to the UKCFF data users. For example, the 12-midnight reading will be averaged over the period 23:52:30 to 00:07:30, data are then exported between 00:07:30 and 00:22:30. A move to more frequent averaging is being considered for some or all sites.

Data must be stored and available for subsequent polling by the Authority's Telemetry system, SWANTEL. If SWANTEL has not received data in the first poll then it will try two more times, if the supply of data fails the third polling then it is classed as a fault and reported using the procedures outlined in Section 3.6. See Appendix 1 - Fault Handling and Reporting Process for a flow diagram of the process.

The outstations will send any new data back to SWANTEL at every call they receive. If there is a fault and SWANTEL cannot dial the outstation, the data will stay in the outstation for around 7 days before it is lost.

The Supplier is responsible for ensuring data is recorded by the tide gauge ready for SWANTEL to collect it through the BT infrastructure and GSM.

In 2025 the Authority plans to replace the SWANTEL telemetry system to a new cloud based system called EATEL. There will be no change to the way data are supplied to the EA during this change.

2.5 Telecommunications

The Supplier will be expected to work with the EA's Instruments and Systems team to ensure continuous telecommunications, especially where installations have other EA equipment in place.

2.6 Electrical Installation

All sites are of a consistent standard for the electrical installation which is compliant with the Authority's Code of Practice for Electrical Safety (COPES). Appendix 2 shows the electrical installation schematic which is the standard adopted across the UKTGN.

At most sites there is a mains isolator at the point of demarcation between UKCFF and the 3rd party supply and an isolator on each radial circuit supplying the outstation, lighting, compressor and ancillaries such as heaters. A small number of sites are solar powered. In case of mains/solar failure, auxiliary batteries will power the compressor (where present) for 1-2 days and radar (where present) and outstation for up to 10 days

It is the Supplier's responsibility to maintain electrical safety of the electrical components within the outstation in accordance with the EA's code of practice

for electrical safety, as referenced in Section 3.7. This must be carried out by suitably approved and qualified electricians.

2.7 Premises and Locations of the UK Tide Gauge Network

Due to the challenge of securing sheltered, accessible sites which do not dry out at low tide ranges, most of the tide gauge sites are located in ports, on piers, quaysides and at lifeboat stations.

The tide gauges are sited in a range of buildings and cabinets.

A number of these buildings belong to the site owners and are therefore subject to pre-arranged access and in some cases security clearance before a maintenance visit can be made.

This maintenance contract does not include the responsibility for the negotiation of lease agreements with site owners. This remains the responsibility of the EA.

The maintenance contract does include ongoing liaison with site owners in order to maintain a working relationship to access the sites for repair, refurbishment and maintenance activities.

Site Location	Priority	Location Description	Full tide bubbler	Mid tide bubbler	Radar	Float	Power
Aberdeen	1	Port	2	1			Mains
Avonmouth	2	Port		1	2		Mains
Bangor (NI)	2	Marina	1	1			Mains
Barmouth	2	Bridge			1		Solar
Bournemouth	2	Pier		1	1		Mains
Cromer	1	RNLI boathouse	2	1	1		Mains
Devonport - Plymouth	2	Royal Navy base	2	1	1		Mains (bubblers) & solar (radar)
Dover	1	Port	2	1			Mains
Fishguard	2	Port		1	1		Mains
Harwich	1	Port	2	1	1		Mains
Heysham	2	Port	2	1	1		Mains
Hinkley Point	2	Power Station			1		Mains
Holyhead	2	Port	2	1	1		Mains
Ilfracombe	2	Harbour	2	1			Mains
Immingham	1	Port			1		Solar
Jersey (St. Helier)	3	Port	2	1			Mains
Kinlochbervie	3	Harbour	2	1	1		Mains
Leith	1	Port	2	1	1		Mains
Lerwick	2	Port	2	1			Mains
Liverpool	2	Port	2	1			Mains
Llandudno	2	Pier	2	1			Mains
Lowestoft	1	Port	2	1	1		Mains
Milford Haven	2	Port	2	1			Mains
Millport	2	University	2	1			Mains
Mumbles	2	RNLI boathouse	2	1			Mains
Newhaven	2	Port	2	1	1		Mains
Newlyn	2	Harbour	2	1		1	Mains
Newport	2	Port	2	1	1		Mains
North Shields	1	Port	2	1			Mains
Port Erin	3	RNLI boathouse	2	1			Mains
Portpatrick	1	Harbour	1	1			Mains
Portrush	2	RNLI boathouse	2	1			Mains
Portsmouth	2	Royal Navy base	2	1			Mains
Sheerness	1	Port	2	1	1		Mains
St. Marys	2	Harbour	2	1			Mains
Stornoway	2	Port	2	1			Mains
Tobermory	3	Ferry terminal	2	1			Mains
Ullapool	3	Harbour		1	1		Mains
Weymouth	2	Harbour	2	1	1		Mains
Whitby	1	Harbour	2	1			Mains
Wick	1	Harbour	2	1			Mains
Workington	2	Port	2	1			Mains

Table 1: Summary of tide gauge sites.

3. Scope of the Support & Maintenance Services

3.1 Service Levels

The Supplier must ensure gauges are available, operating to the expected standard and have operational resilience in case of faults. The Supplier must satisfy all three criteria.

In addition to meeting the service levels outlined below, the Supplier is expected to use their expertise in developing the network, adapting to emerging technologies and responding to faults and problems with innovative solutions as required through the course of the contract.

A working day is defined as Monday to Friday 0830hrs and 1700hrs inclusive of UK Public Holidays.

3.1.1 Availability

'Available' is defined as the gauge communicating data within a standard of +/- 100 mm, as detailed in section 3.1.2.

The following measures must be met unless ad hoc work is required (see Section 3.2.4). Availability will be continually recorded and reported against monthly.

1. Availability of Priority 1 or 2 gauges must be no less than 90% each month
2. Availability of any Priority 3 gauges must be no less than 70% each month
3. The gauge must sample data and averaging as expected and described in section 2.4
4. The averaged data must be time stamped correctly as described in section 2.4
5. The communications at the gauge must be operational and data are capable of being pulled by EATEL into the EA.
6. Unsent data must be stored at the gauge site ready for transmitting when polled by EATEL.
7. Overall availability of the entire Network must be no lower than 95% each month

KPI 1: Data Availability

Data availability at Priority 1 or 2 sites must be no less than 90% each month and at Priority 3 gauge must be no less than 70% each month.

3.1.2 Quality Standard

The data must meet certain quality standards:

3.1.2.1 Bubbler Gauges

All bubbler sites should strive to supply data within 20 mm accuracy (the instruments are capable of recording to within 10 mm accuracy). This target will be continually monitored and reported against on a monthly basis in the quarterly report (Section 3.8.2).

Maintenance activity may cause +/-100 mm to be exceeded. This should be flagged in the quarterly performance report.

For the bubbler gauges accuracy is defined by the average difference in values between the transfer channel and mid-tide channel two hours either side of high water.

Gauges at Newlyn, Lerwick and Stornoway are used for MSL measurement and must comply with a more stringent standard of +/-10 mm to meet the GLOSS requirements (IOC, Manual on Sea Level Measurement and Interpretation 2006).

3.1.2.2 Radar Gauges

The accuracy of other gauge types (e.g. radar, float) must be assessed against a mid-tide bubbler or other gauge at the site if one is installed.

Water levels recorded by a radar, bubbler or other gauge type should be within +/- 20 mm of the level recorded by an adjacent gauge. This allows for differences in sensor type and systematic errors (e.g average effective density), especially legacy instrumentation, environmental conditions and the operation of sensors under certain conditions such as high wave action.

KPI 2: Data Quality

Data accuracy of +/- 20mm must be met at no less than 50% at bubbler only sites (excluding GLOSS sites) each month.

Data accuracy of +/- 20mm must be met at no less than 90% at GLOSS sites each month.

Data accuracy of +/- 20mm must be met at no less than 80% at sites with at least one radar each month.

3.1.3 Resilience

All gauge sites should have operational resilience in case of faults. If one recording instrument fails another should be able to continue delivery of data to the same availability and standard defined above. For the case of bubbler gauges two channels and a mid-tide satisfy this requirement. Where only a mid-tide and one channel exist then another sensor, where available, should remain operational to maintain resilience of the site. At present, not all sites have a resilient channel. It is anticipated that this will be rectified during this contract period.

Any fault to a full tide channel not being used for transfer must be repaired within 1 month. This will ensure a good level of resilience.

See section 3.2 for further detail on Fault Resolution and Contingency Installations.

KPI 3: Resilient Channels

Faults to a resilient channel must be repaired within 10 working days for Priority 1 and 2 sites and within 20 working days for Priority 3 sites.

3.2 Tide Gauge Instruments Maintenance and Support.

A routine planned preventative maintenance (PPM) programme is required to ensure the gauges are operational in line with the service levels above (KPI 8). The condition of gauge equipment and associated mountings will be assessed to allow all maintenance activities to be identified, programmed and addressed. The Supplier is required to provide a method statement within their tender on how they would prepare and monitor a PPM programme. The method statement should comply with all relevant EA Operational Instructions, as listed in Section 3.7. A list of both core and ad-hoc maintenance and repair work carried out during 2023-24 is supplied in Appendix 3.

Replacement and major repair of steelwork is not included in the maintenance contract (see Ad-Hoc Works section 3.2.4) and will be dealt with as required through direct award or competitive tender depending upon the value of works required.

The Supplier is required to have access to adequate spares of equipment to meet the operational and maintenance requirements as detailed within this document.

3.2.1 Diving Operations

Maintenance and inspection of the underwater instruments can at times require diving activity. The Authority does not anticipate a requirement for diving during the contract period, but require the Supplier, or Supplier appointed subcontractor, to have the ability to undertake this work should the need arise. Any diving must be agreed with the Contract Manager.

The Supplier, or Supplier appointed subcontractor, carrying out diving must be registered with HSE as a diving contractor and have full membership to the UK Association of Diving Contractors.

The Environment Agency Form divesafe 4 (Appendix 4) must be completed by the Supplier and diving contractor before every diving operation, along with a diving project plan, and sent to the EA contract manager, and Dive Co-ordinator for approval before any diving is carried out. In situations where the diving involves construction work, the appointed Principal Designer will also review the documents before any diving is carried out.

All diving is to be surface supply and must be compliant with the CDM Regulations 2015, the Diving at Work Regulations 1997, and the Commercial Diving Projects Inland/Inshore Approved Code of Practice (ACOP) - L104 <http://www.hse.gov.uk/diving/acop.htm>.

3.2.2 Fault Resolution

Reactive Maintenance is any repair or maintenance to a faulty gauge and/or outstation equipment outside of the agreed PPM programme. Examples include:

- Any repair or maintenance relating to siltation, line blockage e.g. due to marine growth.
- Any repair or maintenance resulting from power or communications failure, or faults after the EA mains isolator or master PSTN socket.

Any fault will be fixed in the quickest possible time by the Supplier. This is especially important during high astronomical tide and storm conditions where gauge downtime can have serious impacts upon Authority operational forecasting. The definitions below are a maximum limit for repair and the UKCFF service could require gauges to be fixed faster than this in such circumstances. The Supplier must request that the transfer channel (where available) be changed to an operating resilient channel whilst repairs are pending/carried out. Where this is possible the fault must be repaired as per Section 3.3.

Repairs are to be completed to the satisfaction of the EA contract manager within the following parameters:

Priority 1 and 2 sites - 3 working days of the fault being reported to the maintenance supplier

Priority 3 sites - 10 working days of the fault being reported to the maintenance supplier.

Only faults defined as out of scope will fall outside of these parameters. In such circumstances a fault report is to be submitted within 4 working days see section 3.6 Fault Reporting. This will provide details of the fault, suggested repair, time and cost estimate and whether a contingency installation is feasible.

KPI 4: Fault Resolution

Faults to the transfer channel must be repaired within 3 working days for Priority 1 and 2 sites and 10 working days for Priority 3 sites

3.2.3 Multiple Site Failures

The Supplier is required to optimise resources to respond to multiple site failure scenarios which will be prioritised through consultation with the EA Contract Manager. As a guide, the site prioritisation detailed in Table 1 can be used to assist in planning maintenance:

3.2.4 Ad-Hoc works

Ad-Hoc works are those requiring additional funding outside of the core activities detailed in this specification. They relate to damage that could not be predicted or prevented by routine planned preventative maintenance activities and will be agreed in conjunction with the EA contract manager.

- Damage through collision or vandalism
- Electrical faults occurring to the supply before the EA installed mains isolator.
- Communication faults occurring before the EA BT master PSTN Socket
- Denial of site access by site owner
- Major refurbishments and site relocation requests by site owners/EA contract manager.
- Replacement and major repair of steelwork and mountings. Major repair will require the manufacture of additional steelwork and/or the resourcing of plant, labour or contractors beyond that required during routine maintenance and diving activities.

This does not include:

- Any repair or maintenance relating to siltation, line blockage e.g. due to marine growth
- Any repair or maintenance to a faulty gauge and/or outstation equipment.
- Any defects due to the work of the Supplier.

It is the responsibility of the Supplier to demonstrate the evidence where works are ad-hoc. The final decision as to whether the works are out of scope will rest with the EA. Any agreed ad hoc-works may be paid for from the ad-hoc budget through direct award or by competitive tender, this will be at the discretion of the Authority Contract Manager.

The amount or overall value of ad-hoc works is not guaranteed and only that amount used and appropriately authorised will be paid by the Authority.

The Supplier should keep track of ad-hoc costs that should be pre-approved by the Authority.

3.2.5 Contingency Installation

Where damage to equipment results in the site being offline and repair cannot be made within the service levels in section 3.1 a contingency installation, where possible, should be installed in consultation with the EA contract manager.

3.2.6 New Installations

Installation of new gauge sites or additional equipment is ad-hoc. The ad-hoc budget may be used for the purchase and installation of new equipment through direct award, or the works may be competitively tendered; this will be at the discretion of the Authority Contract Manager.

The Supplier is expected to work and engage with the installation contractor where necessary, sharing knowledge and site information.

Changes to type of equipment may impact on the Supplier's maintenance programme. The impacts on maintenance will be reviewed and agreed before any changes to the network are undertaken.

3.3 Geodetic Survey and Levelling

Geodetic quality GNSS and levelling surveys are required to associate relative sea level with ground elevation movement, ensure a stable platform, express the recorded sea level in terms of

the Tide Gauge Benchmark (TGBM) datum and account for identified changes. Repeated survey means movement of the land can be accounted for by the height difference with the water level and removed from a Mean Sea Level.

Each tide gauge has an associated Tide Gauge Benchmark (TGBM) and nearby auxiliary control benchmarks making a local network to detect movement and add resilience, these are referenced to the UK OS Network.

The instrumentation has a defined contact point (CP), providing a consistent measurement point on the gauge itself and vertical reference mark. The CP is levelled to the TGBM to be able to express observed sea level in terms of the TGBM datum.

A closed loop levelling survey of the instrument's Contact Point (CP), the local network of station Benchmarks (BM) and tide board if present using a precise level is carried out on a 3 year cycle. The 3 GLOSS sites Newlyn, Lerwick and Stornoway are levelled annually.

A Two Peg Test is carried out prior to commencing the survey and the levelling shall close to better than $1 \text{ mm} \times \sqrt{k}$, where k is the distance levelled in kilometres.

As a minimum levelling is to be carried out in accordance with [the Intergovernmental Oceanographic Commission, Manual on Sea Level Measurement and Interpretation Volume IV: An update to 2006.](#)

Dip surveys are required as part of monitoring tide gauge performance and dip points will form part of a levelling survey. Dip surveys occur for 120 minutes at High Water and Low Water with readings every 5 minutes. Photographs of the water level shown on the tide board at regular intervals throughout levelling and dip surveys, so that these can be compared to the water levels being recorded by the sensor.

A GNSS ground survey on the Ordnance Survey grid and datum (utilising the OSTN15 and OSGM15 transformation and geoid models) and using a mobile staff and base station to observe the TGBM over a defined duration occurs on a 3 year cycle.

Surveys are carried out in accordance with *Environment Agency National Standard Technical Specification for Surveying Services* (currently version 5.01 and available on request from [REDACTED]).

Benchmarks (TGBM, AUX1, AUX2, AUX3 and Contact Points) are observed to the E5 standard. A newly established BM is observed to E1 standard for a minimum duration of one full tidal cycle (12hrs 25mins). It is desirable to observe a designated auxiliary BM to determine an accurate elevation for resilience and in the instance the TGBM is compromised. The XY of each monitoring point will be observed from a total station coordinated from base-rover RTK GNSS.

A description of survey activities is provided in a Survey Report. The Survey Report contains all results, including from Two Peg test and dip surveys. Measurements are stated to 0.01mm. GNSS survey will provide both OSGB36/ODN and ETRS89 coordinates for all CPs and benchmarks. Photographs are to be included of tide board/water levels and to assist the description of the survey and site. The Survey Report, survey witness diagrams and survey observations are delivered within 45 days of the survey date.

Survey witness diagrams in a common format showing the position of the measured point/datum relative to equipment are to be updated or created for each site and copies sent to the EA contract manager.

The current programme of survey and levelling to date will be provided on contract award.

3.4 Communications and Electrical supply

It is the responsibility of the Supplier to ensure the telecommunications at each site are maintained and any faults with the outstation are fixed. They are responsible for resolving faults with the telecommunications provider. The costs of telephone line rental are paid by the EA directly to the telecommunication supplier (there are no call charges as the outstation receives only incoming calls from the EATEL system).

The Supplier is responsible for ensuring data are available for polling by SWANTEL/EATEL as described in section 2.4. Whilst they are not responsible for the telecommunications service into the tide gauge station they are responsible for resolving communications faults with BT.

Similarly the Supplier is not responsible for the electricity supply before the EA isolator switch but is responsible for reporting electrical faults to the EA and working with the electricity supplier to repair the fault. The EA is responsible for the supply contract with the electricity provider and invoicing and payment will be direct between the two parties.

All solar equipment is the responsibility of the Supplier.

Where the repair requires telecommunication or national grid suppliers to fix the fault the repair is not subject to service level timescales and deemed as out of scope of this contract. However fixes should be made in the fastest possible time and the EA must be informed of timescales and any potential delay.

All faults in electrics and telecommunications that the Supplier is responsible for fall within the same service level agreements for repair as stated in section 3.1 and 3.2.

3.5 Building Maintenance and Site Access

As part of the routine maintenance programme, it is the Supplier's responsibility to keep note of building conditions and advise the EA contract manager of any building issues that they believe to be a concern or could present a risk to the functioning of the tide gauge.

The need for repair is to be communicated to the EA by the submission of a fault report within 4 days of the building assessment. Repair works will be commissioned and funded by the EA contract manager and do not form a cost to this contract.

The Supplier is responsible for maintaining relationships with the landowner for access to the site, holding a current set of keys and contact details of the site owners. They will notify landowners and all relevant authorities of site visits and programme of work and will adhere to the requirements of these authorities. Site addresses, ownership and access details are included in the 'UKCFF UKTGN station details.xls' provided.

The Supplier will be required to report on all changes at the site and update the UKCFF UKTGN station details. Amendments to this table are to be submitted to the EA contract manager.

Additional information gathered for each site will include:

- Digi Quartz calibration data for the transducers
- Outstation bench test results
- Outstation installation and test results
- Electrical Installation Condition Reports

3.6 Site Risk Assessments

The Supplier shall be responsible for ensuring there is an up-to-date individual site risk assessment for each site. Copies of risk assessments are to be kept at the site and sent to the EA Contract Manager. The Supplier must report any sites without the necessary risk assessments in place to the Authority, along with the actions and a timescale for updating these. The Supplier must update the Environment Agency on any sites without an up-to-date risk assessment within 2 weeks of its proposed expiry date.

KPI 9: Site Risk Assessments

Ensure that the site risk assessments are maintained to minimise risks

3.7 Fault reporting

The UKTGN is monitored 24 hours, 7 days per week, and 52 weeks per year by the Environment Agency and other users with access to the network. Preset alarms and responses will be set on the Environment Agency's Telemetry system and can be used to alert the Supplier to faults as soon as they occur to aid fault management.

The Environment Agency Telemetry Helpdesk is responsible for providing fault identification, issuing faults to appropriate responders, fault logging and tracking, communication of fault status and closure upon completion.

The Supplier will provide the resource to receive, acknowledge and respond to the faults on the network as identified and reported by the Supplier or by others through the Helpdesk. The fault reporting process is summarised in Appendix 1.

Once a fault has been reported to the Supplier an acknowledgement and remote diagnosis will be completed within 4hrs during any working day (defined in Section 3.1). In the event of a fault occurring on a non-working day this must be submitted by 1pm on the next working day.

The minimum response acceptable being:

1. Email to Environment Agency Telemetry Helpdesk ([REDACTED]) confirming the fault has been received and logged with an estimated time to diagnose and /or repair

Or

2. Telephone call to the EA Instruments and Systems Telemetry Helpdesk 02084 747956

For an ad-hoc fault, a formal fault report shall be submitted to the EA contract manager following the template supplied in Appendix 5. This must be submitted within 4 working days of the fault being identified. This process is in addition to maintaining correspondence with the EMS Helpdesk on the status of the fault.

3.8 Health and Safety

For all sites the Supplier must provide a copy of their Health and Safety policy, method statements for safe working on UKTGN systems and documentation for dynamic risk assessment prior to the commencement of any works.

The Supplier is required to ensure that all relevant health and safety legislation is complied with in the delivery of the service and provide evidence of this when requested by the Agency. This should include, but not be limited to, considering fire and electrical safety, COSHH, manual handling, gas systems on any analytical equipment, and lone working. An indicative list of legislation considered relevant to the partnership includes:

- Health and Safety at Work Act 1974
- Electricity at Work Regulations 1989
- (EaWR) Management of Health & Safety at Work Regulations 1999
- Manual Handling at Work Regulations 1992
- Provision and Use of Work Equipment Regulations 1998
- Control of Substances Hazardous to Health Regulations 2002
- Working at Height Regulations 2005
- The Health and Safety (First-Aid) Regulations 1981
- Regulatory Reform (Fire Safety) Order 2005;

Each site with a bubbler instrument uses an air compressor, which must be maintained and inspected in line with the Pressure Systems Safety Regulations 2000 (<http://www.legislation.gov.uk/ukxi/2000/128/contents>).

A site-specific Health and Safety pack is to be produced for each site. Included in this will be hostile sites, landowner issues, access issues, and site specific induction requirements.

All Health, Safety and Environmental incidents occurring on site must be reported to the EA contract manager. The Supplier must also produce a report in the style of LIT 16565 - HSG 245 Adverse event report and review form (Appendix 7) within 14 days of the incident occurring and provide a copy to the contract manager.

3.8.1 Construction Design Management Regulations

Most of the work under this contract is maintenance on existing assets, however there may be circumstances where remedial construction work is necessary, e.g. to replace steelwork. In accordance with the Construction (Design and Management) Regulations 2015, the Principal Contractor/Contractor must provide the Principal Designer or appointed CDM co-ordinator with

the relevant information required for the preparation of a health and safety plan for all maintenance that is deemed construction.

Appendix 8 – LIT 16559 – Safety, Health, Environment and Wellbeing (SHEW) Code of Practice

Appendix 10 – LIT 16444 – Successful procurement and delivery of construction work

3.8.2 Electrical Safety Agreement

Before undertaking any electrical works on Authority assets an Electrical Safety Agreement (ESA) must be issued to the Supplier's nominated competent person by the Authority. Acting in this role, the Supplier's competent person shall assure and manage electrical safety on the UKTGN.

The Supplier's ESA will be reviewed every three years, however the Authority reserves the right to review within a shorter timeframe. The primary purpose of the ESA is to confirm that the Supplier has:

- A competent person(s) specifically appointed to manage electrical safety for the Supplier and any Subcontractor working on Authority assets. This person must be deemed to be competent to accept an ESA by the Supplier's senior management.
- A set of electrical safety rules that are equivalent to the Code of Practice equal or better than the Authority's Code of Practice for Electrical Safety (CoPES).

Details of the Authority's latest Code of Practice and supporting documents can be found in:

- Appendix 9 – LIT 13133 – Code of practice for Electrical safety (CoPES) Part 2
- Appendix 11 – LIT 13118 – MEICA – Safety – Electrical safety for all employees
- Appendix 12 – LIT 61269 – MEICA – Safety – Electrical definitions.

The Supplier's electrical safety rules and policies must be equal or better to the Authority's code of practice including but not limited to:

- Appendix 9 – LIT 13133 – Code of practice for Electrical safety (CoPES) Part 2
- Appendix 13 – LIT 13130 – Code of practice for Electrical safety (CoPES) electrical authorisation
- Appendix 14 – LIT13127 Code of practice for Electrical safety (CoPES) Documents and Drawings
- Appendix 15 – LIT 13129 – MEICA – Management – Low voltage electrical equipment
- Appendix 16 – LIT 16341 – Management of Fire and Emergencies at offices and depots. (Testing of fire alarm and emergency lighting systems (if relevant to Authority assets))
- Appendix 17 – LIT 13124 – Code of practice for electrical Safety (COPES) – Lighting protection
- Appendix 18 – LIT 11681 – Safe working near underground services
- Detailed working procedures, in the form of risk assessments and method statements that will ensure safe working on any system or piece of electrical equipment.
- Working with overhead lines and underground cables (if relevant to Authority assets during construction)

3.8.3 Electrical Installation Condition Reports

In line with the EA's Code of Practice and the current British Standard for electrical safety (BS 7671) the Supplier (or appointed subcontractor) must test the tide gauge equipment and provide an Electrical Installation Condition Report (EICR) to the EA contract manager. Any defects identified that carry a safety risk should be rectified as soon as possible.

Visual inspections of electrical equipment should be taken annually, and EICRs issued every 3 years.

KPI 8: EICRs & PPMs

Electrical Installation Condition Reports and PPMs are maintained and provided in line with the reporting schedule.

3.8.4 Public Safety Risk Assessments

The Authority has a legal obligation to assess, control and minimise public safety risks which might be created by our assets and activities. The Supplier is to undertake and maintain Public Safety Risk Assessments (PSRAs) on our behalf at each of the UKTGN sites. These assessments must be undertaken as part of the routine maintenance visit (three yearly for low risk sites, and annually for medium/high risk sites), using the EA format and guidance materials (see Appendix 19 - LIT 16374 - Public Safety Risk Assessment Operational Instruction). Relevant training will be provided by the Authority as required. The Supplier will provide the EA Contract Manager with a copy of each updated PSRA in the agreed format.

3.9 Asset Register

The Supplier will maintain an asset register, which will include:

- A full description of each asset, including where available the make, model number and serial number.
- The date the asset was first in use (where known).
- Its physical location.
- A value for the asset – usually the price paid for it.

This shall be maintained for all equipment owned by the Authority in the network, over the anticipated lifetime of the equipment. This is separated into assets greater than £5000 and low value assets between £100 and £5000, inclusively.

The Supplier will actively manage a 'replacement by' column and include broad replacement costs within the asset register. The 'Replacement by' column will initially be populated with the expected lifetime of the asset. These dates must be reviewed six monthly (in May and November) and where the current condition of the asset warrants it, the Supplier should consider 'extending asset life' to a realistic future date.

All new equipment above £100 purchased during the contract period shall be added to the Asset Register. The Supplier shall then supply an updated version every six months (i.e. in May and November each year). It should be noted that the Asset Register is subject to a great deal of change and therefore the Supplier is expected to manage the whereabouts of Assets on an ongoing basis during the course of the contract and that Asset information may be required following internal requests and those by the National Audit Office, and so will be required in an updated state on an ad-hoc basis within ten working days.

The Authority envisage a future move to using an asset management system known as AIMS Operation and Management (OM). This will mean this process will be revised.

KPI 5: Asset Register

Maintain the Asset Register.

3.10 Network Management

The Authority's Project Manager will be the point of contact on a day-to-day basis for all matters concerning this contract and shall be primarily responsible for providing instructions, approvals, and the like and for accepting all deliverables under the scope of work and for dealing with the Supplier's claims for payment.

The Supplier's Project Manager is the representative who shall be responsible for the overall quality and timeliness of the services to be provided.

Unless agreed otherwise by both parties, monthly invoices should be produced within 10 working days of the end of each month and be clearly itemised. Ad-hoc invoicing should be itemised to reflect of the ad-hoc tracker. The Authority will pay the Supplier within 30 days of receipt of a valid invoice.

3.11 Risk Log and Issues Register

The Supplier will maintain a shared project risk log and current issues register to identify and minimise risks and impact of issues on the UKTGN and Health and Safety risks. This will be using the template in Appendix 6 – Contract Management Tool – Log Template.

The Supplier will provide details regarding any minor concerns on equipment performance to be investigated at service. These will be recorded on the Risk Log and Issues Register.

KPI 6: Project Risk log

Maintain the Project Risk log and Issues Register

3.12 Technical & Management Reporting

The Supplier is required to attend quarterly supplier review teleconferences with the Authority and a yearly review meeting. These meetings will be held within 4 weeks of the relevant report having been issued (see below). The Supplier will issue an agenda 5 working days before and a summary and actions within 10 working days after each meeting.

Quarters are based on calendar years, so Quarter 1 is January-March.

The Supplier is required to prepare and submit reports for the duration of the contract.

1. Management report

2. Quarterly reports
3. Annual Report
4. A weekly tracker on the status of the network

3.12.1 Management Report

For each year of the contract duration the Supplier is required to provide a management plan for the year outlining:

1. The PPM schedule.
2. How the work will be resourced including the key personnel that will deliver the contract and their anticipated allocated time on the project, and equipment used for each maintenance visit..
3. Any anticipated ad-hoc or major refurbishment works that may be needed.
4. The Supplier Health & Safety plan including relevant certification for all maintenance activities.

The Management report must be submitted to the Authority Contract Manager by the end of the first full week of each contract year.

3.12.2 Quarterly Report

The Supplier shall provide quarterly reports throughout the duration of the contract to be sent to the Authority's Project Manager. Each report will provide details specified in Table 2.

Quarterly reports should be aligned to calendar quarters to align to the monitoring year, i.e. Q1 January – March, Q2 April – June, Q3 July – September, Q4 October – December and issued by the last working day of the following month (i.e. January – March should be provided to the Authority before the last working day of April).

Item	Section heading	Comments
1	Introduction – UK Tide Gauge Network	Introduction, summarising network availability and quality, planned maintenance carried out and new works identified for inclusion in Schedule of Works 1
2	Faults/Issues over last Quarter	List of all faults received (referencing TSM numbers where appropriate) and action taken and timescale to resolve the issues. Include repairs to all channels and sensors (not just the transfer channels). Full details of any diving operations should also be included in this section.
3	Network Performance	A tabulated list of network performance for each site, on a monthly basis. Percentage of data at 0-20mm quality, and percentage of availability within 100mm accuracy is to be reported. Availability of the entire network is also to be displayed, with explanations and action plans provided for any targets not being met.
4	KPI Reporting	See Table 4.

5	Forward Look to next Quarter	Next quarters planned work, where, when and resources required
6	Financial Summary	Detailed costs to date from beginning of financial year and forecast spend in next quarter
7	Ad-hoc Works	Identify major refurbishment, replacement and relocations on the UKTGN.
8	Summary and recommendations	Includes quarterly activity that impacts on the annual maintenance plan

Table 2: Sections required in Quarterly Reports

3.12.3 Annual Report

The Supplier shall provide annual reports throughout the duration of the contract to be sent to the Authority's Project Manager. Each report will provide details specified in Table 3.

Annual reports should be aligned to the financial year and issued by the last working day of May.

Item	Section heading	Comments
1	Executive Summary	Overview of the work completed under the contract for the year
2	Annual Performance	Summary of the quarterly reports including some graphical representation, and comparison with previous years to indicate the trend in condition of network
3	Installations and Refurbishments	Details of works carried out and any notifications.
4	Maintenance and Repairs	Summary of the quarterly reports
5	Geodetic Levelling	Details of works carried out.
6	Development Work	Details of any agreed development projects
7	Staff resources	Details of staff involved in the contract, including timesheets and areas of involvement; details of changes of staff and any issues or concerns that could impact delivery.
7	Financial Summary	Detailed costs of the financial year including any out of scope work
8	Health, Safety and Environmental compliance/incidents	Details of any incidents and any compliance work that has been undertaken.
9	Network Performance	To include a tabulated list of network performance for each location (averaged over the year)
10	Conclusion & Recommendations	Your conclusions, including resilience recommendations on the need for Environment Agency assets replacement and/or additions.
11	Appendix	UK Tide Gauge Network - Real-Time Data Availability (month by month breakdown of availability for each location)

Table 3: Sections required in Annual Report

KPI 7: Quarterly and Annual Reports & Meetings

Quarterly and annual reporting and meetings to be prepared and administered as per Section 3.12.

3.13 Exit Planning

The Supplier must prepare and maintain an Exit Plan within the first 6 months of the contract period and updated upon request within 10 working days. The Exit Plan must be reviewed and provided to the Authority 12 months before the end of the contract period. The Exit Plan should be prepared in line with Appendix 20 – Exit Plan and Template.

At the end of the contract period, the Supplier will facilitate handover of any hardware, login details, site issues etc for a future incoming contractor/ partner, and facilitate any information and queries.

3.14 Key Performance Indicators

Key Performance Indicators (KPIs) are essential to align performance of delivery to ensure against the cost incurred to the Environment Agency Monitoring Contracts Team budget and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

The KPIs for this contract are provided in Table 4. In the KPI tables, 'Days' refer to working days.

To ensure performance management on the contract KPIs will be reported on a quarterly basis to the Authority Contract Manager in the Quarterly Report.

KPI	Measurement	1– Inadequate	2 – Approaching Expectations	3 - At Expectations
Achieving Data Quality Objectives and Data Reporting				
1	Data Availability Data availability at Priority 1 or 2 sites must be no less than 90% each month and at Priority 3 gauge must be no less than 70% each month.	Not achieving the minimum data availability requirements. AND Not taking action to address them, and/or not keeping records of issues.	Not achieving the minimum data availability requirements but is actively taking action to address issues and keeping a record of issues.	Achieving the minimum data availability requirements.
2	Data Quality Data accuracy of +/- 20mm must be met at no less than 50% at bubbler only sites (excluding GLOSS sites) each month. Data accuracy of +/- 20mm must be met at no less than 90% at GLOSS sites each month. Data accuracy of +/- 20mm must be met at no less than 80% at sites with at least one radar each month.	Not achieving the minimum data quality requirements. AND Not taking action to address them, and/or not keeping records of issues.	Not achieving the minimum data quality requirements but is actively taking action to address issues and keeping a record of issues.	Achieving the minimum data quality requirements.
3	Resilient Channels Faults to a resilient channel must be repaired within 10 working days for Priority 1 and 2 sites and within 20 working days for Priority 3 sites.	Repairs to more than 2 resilient channels exceeded the requirements by more than 5 working days within a reporting quarter. AND/OR Repairs to a transfer channel exceeded the requirements by more than 5 working days within a reporting quarter.	Repairs to 1-2 resilient channels exceeded the requirements by no more than 5 working days within a reporting quarter.	Repairs to resilient channels are all within the 10 / 20 working day requirements.
4	Fault Resolution Faults to the transfer channel must be repaired within 3 working days	Repairs to more than 2 transfer channels exceeded the requirements by more than 2	Repairs to 1-2 transfer channels exceeded the requirements by no more than	Repairs to transfer channels are all within the 3 / 10 working day requirements.

	for Priority 1 and 2 sites and 10 working days for Priority 3 sites	working days within a reporting quarter. AND/OR Repairs to a resilient channel exceeded the requirements by more than 2 working days within a reporting quarter.	2 working days within a reporting quarter.	
Effective Project Management				
5	<u>Asset Register</u> Maintain the Asset Register.	Asset register is submitted >5 days late or has significant omissions/errors.	Asset register is submitted late (<5 days) or has omissions/errors.	Asset Register is submitted on time, at the stated intervals.
6	<u>Project Risk log</u> Maintain the Project Risk log and Issues Register	Risk Log and Issues register is not maintained.	Risk Log and Issues register is maintained but submitted late or key issues are flagged in >10 working days.	Risk Log and Issues register is maintained and submitted quarterly. Key issues are flagged in <10 days.
7	<u>Quarterly and Annual Reports & Meetings</u> Quarterly and annual reporting and meetings to be prepared and administered as per Section 3.12.	Delivery of report is >5 days late or has significant omissions. OR Meeting agenda is not provided. OR Meeting summary and actions is late and includes significant omissions	Delivery of report is < 5 working days late or has minor omissions. OR Meeting agenda is issued <5 days prior to meeting. OR Meeting summary and actions not issued <10 days after the meeting.	Delivery of report is on time and inclusive of specified content. AND Meeting agenda covers all specified content and is provided 5 days before the meeting. AND Meeting summary and actions is provided <10 days after the meeting.
Maintaining Health and Safety				
8	<u>EICRs & PPMs</u> Electrical Installation Condition Reports and PPM are maintained	EICRs are out of date. OR PPM expiry dates are not	EICR Reporting to the dashboard is >3 day late. OR PPM programme not	All sites are up to date and copies sent to Authority Project Manager AND

	and provided in line with the reporting schedule.	tracked and no records can be provided upon request.	completed annually.	PPM programme undertaken annually
9	<u>Site Risk Assessments</u> Ensure that the site risk assessments are maintained to minimise risks	Individual risk assessments are not up to date.	Notification to the Authority is not provided within 2 weeks of a site risk assessment expiring.	All site risk assessments are up to date and copy sent to Authority Project Manager AND Authority notified within 2 weeks of any site risk assessment expiring.

Table 4: Key Performance Indicators

KPI Performance (Average, to nearest round number)	Incentive / Sanction
1 – Inadequate	<p>During the End of Year review, or earlier, if it is identified that an average KPI Performance rating will be considered as inadequate, a remediation plan must be reported to the Authority's Contract Manager, and a meeting held to discuss and agree the implementation of the plan.</p> <p>Additional sanctions for the Contractor may apply such as withholding payment for work not satisfactory, as per the Contract Terms and Conditions.</p>
2 – Approaching Target	Identify any key trends, issues that must be addressed to ensure that 'At Expectations' are achieved in the subsequent year.
3 – At Expectations	Lessons learned should be captured where this may support ongoing high performance.

Table 5: KPI incentive and sanctions

Table 5 outlines the KPI incentive and sanctions.

Additional Specification Appendices can be found in Atamis:

- Appendix 01 - Fault Handling and Reporting Process
- Appendix 02 - Standard Electrical Installation Schematic
- Appendix 03 - UKTGN Site Visits 2023-2024
- Appendix 04 - LIT 164204 - Environment Agency - Form divesave 4 (Rev 2011)
- Appendix 05 - Fault Reporting Template
- Appendix 06 - Contract Management Tool - Log Template
- Appendix 07 - LIT 16565 - HSG 245 Adverse event report and review form
- Appendix 08 - LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice
- Appendix 09 - LIT 13133 - Code of practice for electrical safety (copes)- part 2
- Appendix 10 - LIT 16444 - Successful procurement and delivery of construction work
- Appendix 11 - LIT 13118 - MEICA - Safety - Electrical safety for all employees
- Appendix 12 - LIT 61269 - MEICA - Safety - Electrical definitions
- Appendix 13 - LIT 13130 - Code of practice for electrical safety (COPES) - Electrical authorisation
- Appendix 14 - LIT 13127 - Code of practice for electrical safety (COPES) - Drawings and documentation
- Appendix 15 - LIT 13129 - MEICA - Management- Low voltage electrical equipment
- Appendix 16 - LIT 16341 - Management of Fire and Emergencies at offices and depots
- Appendix 17 - LIT 13124 - Code of practice for electrical safety (COPES) - Lightning protection
- Appendix 18 - LIT 11681 - Safe working near underground services
- Appendix 19 - LIT 16374 - Public Safety Risk Assessment Operational Instruction
- Appendix 20 - Exit plan and template

Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated

1.1 The Charges:

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

1.1.2 cannot be increased except as specifically permitted by this Annex.

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

2. Not Used

3. Not Used

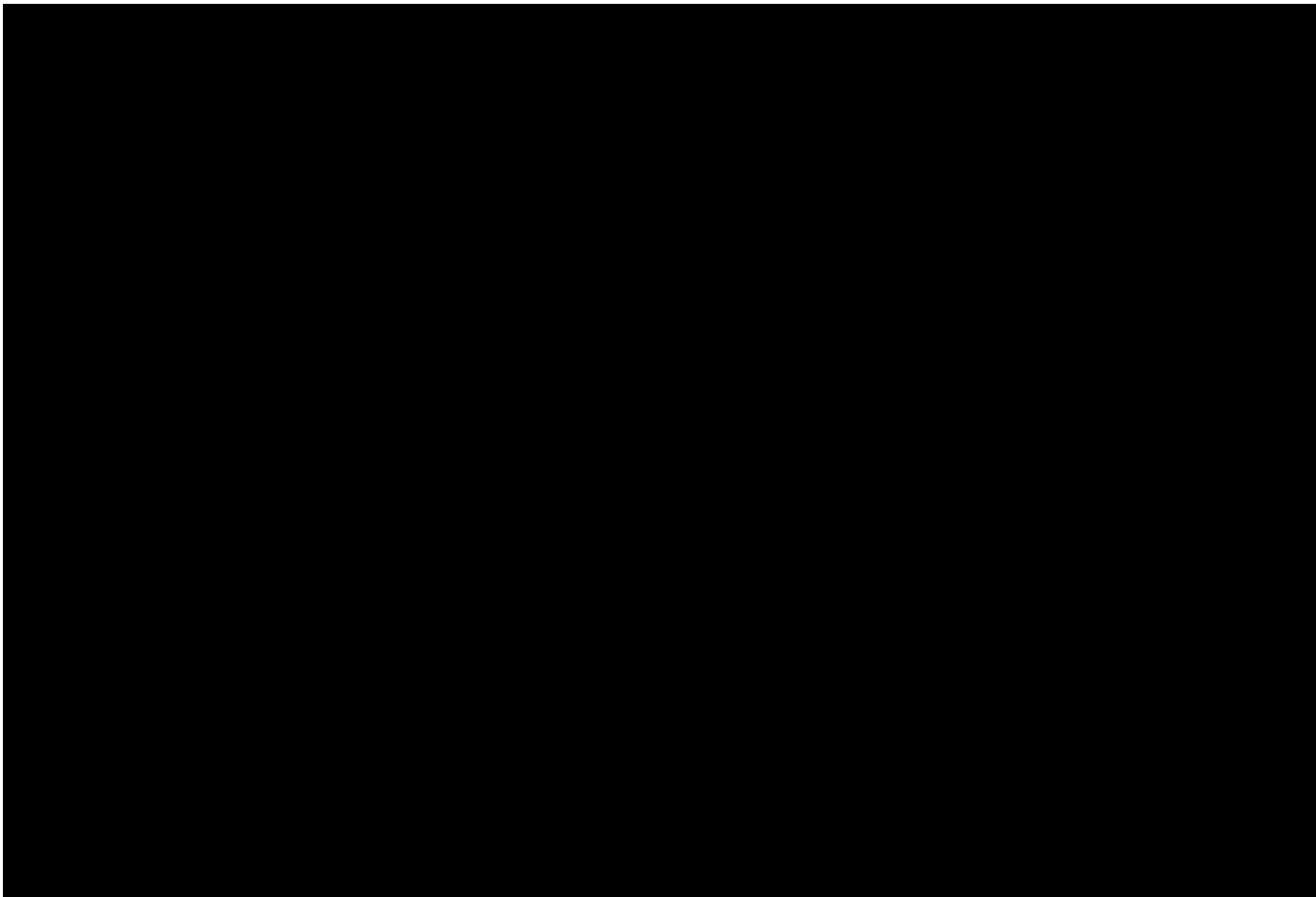
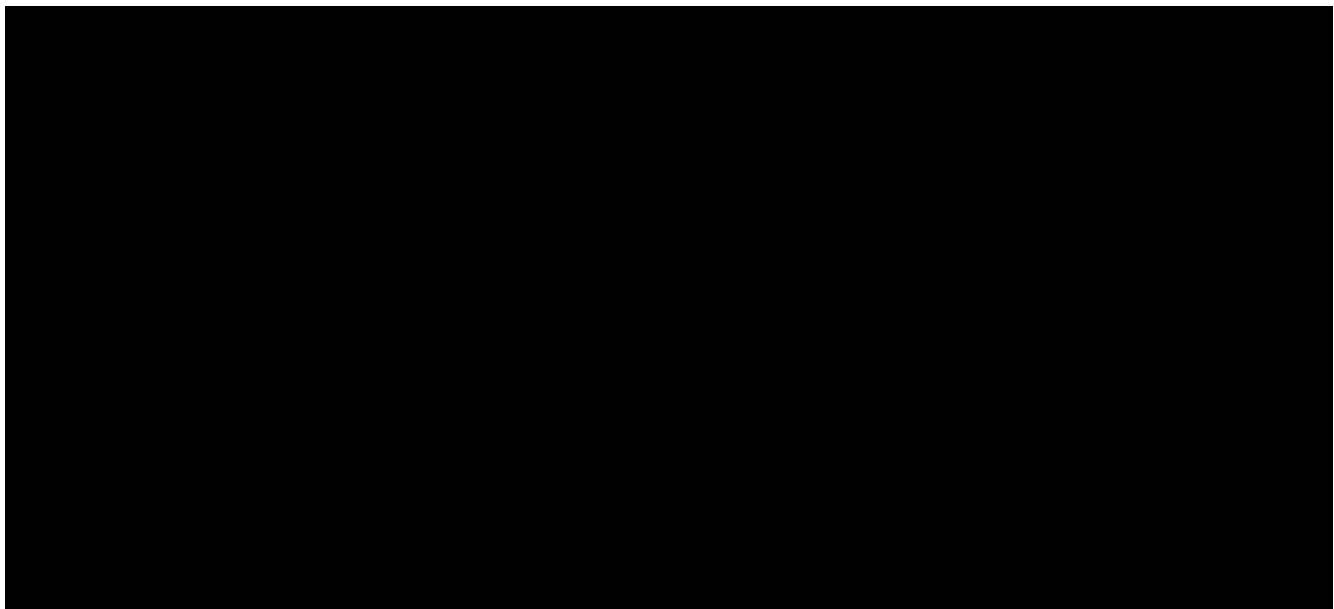
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5. Currency

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

6. Variations

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

7. Electronic Invoicing

- 7.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 7.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 7.2.1 the date of the invoice;
 - 7.2.2 a unique invoice number;
 - 7.2.3 the period to which the relevant Charge(s) relate;
 - 7.2.4 the correct reference for the Contract
 - 7.2.5 a valid Purchase Order Number;
 - 7.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 7.2.7 a description of the Deliverables;
 - 7.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 7.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 7.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 7.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 7.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 7.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 7.4 Invoices submitted electronically will not be processed if:

- 7.4.1 The electronic submission exceeds 4mb in size
- 7.4.2 Is not submitted in a PDF formatted document
- 7.4.3 Multiple invoices are submitted in one PDF formatted document
- 7.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission

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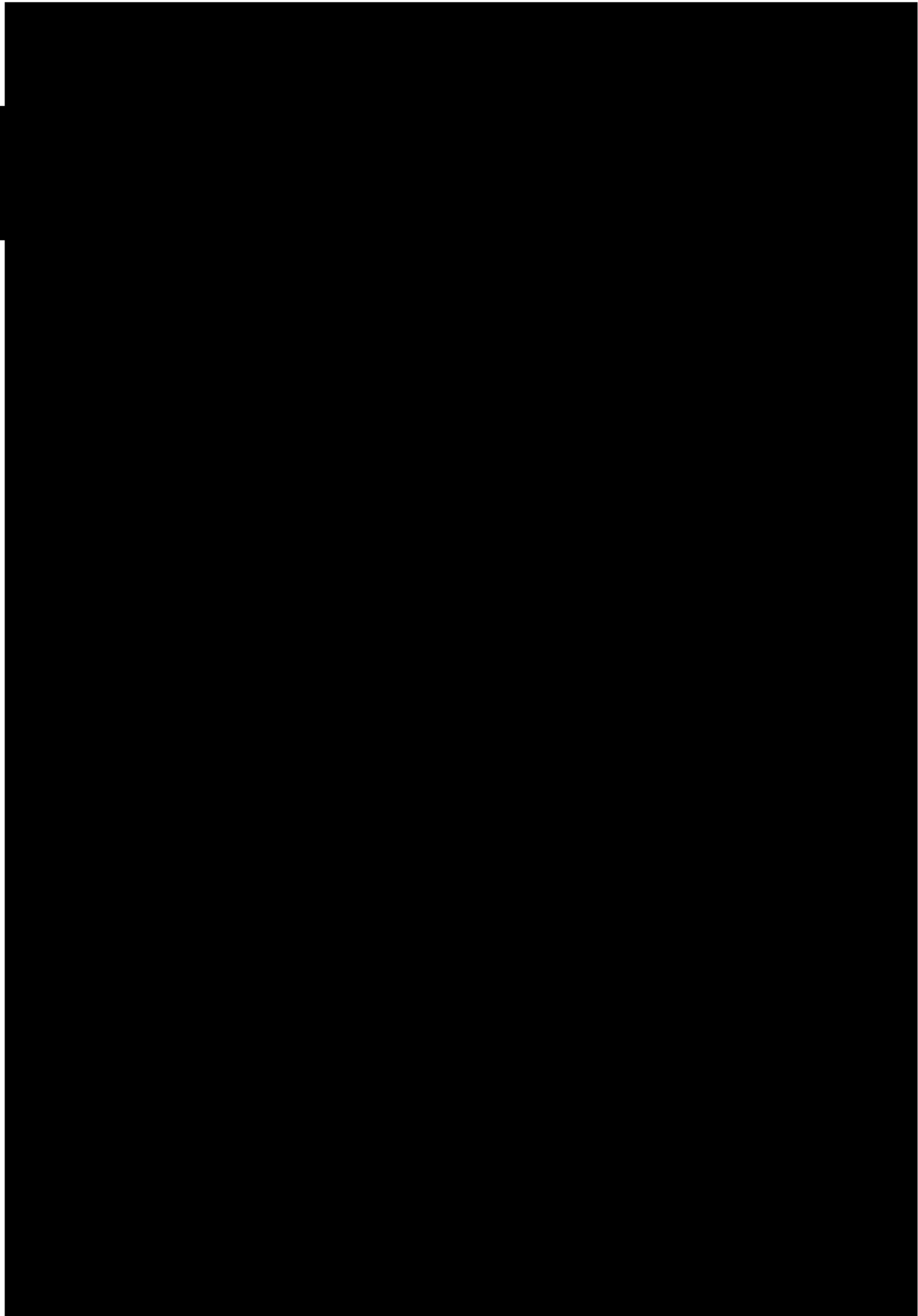
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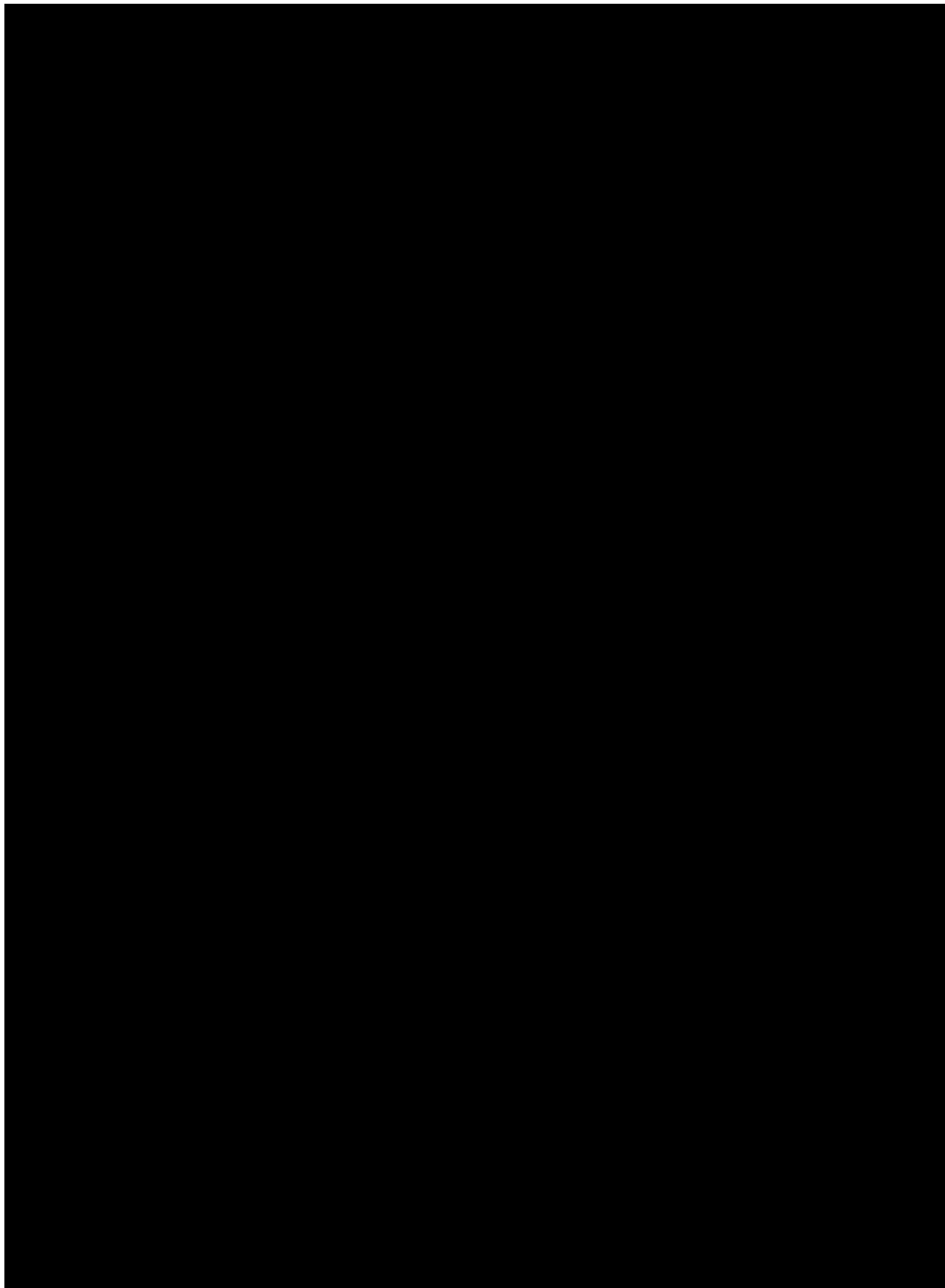
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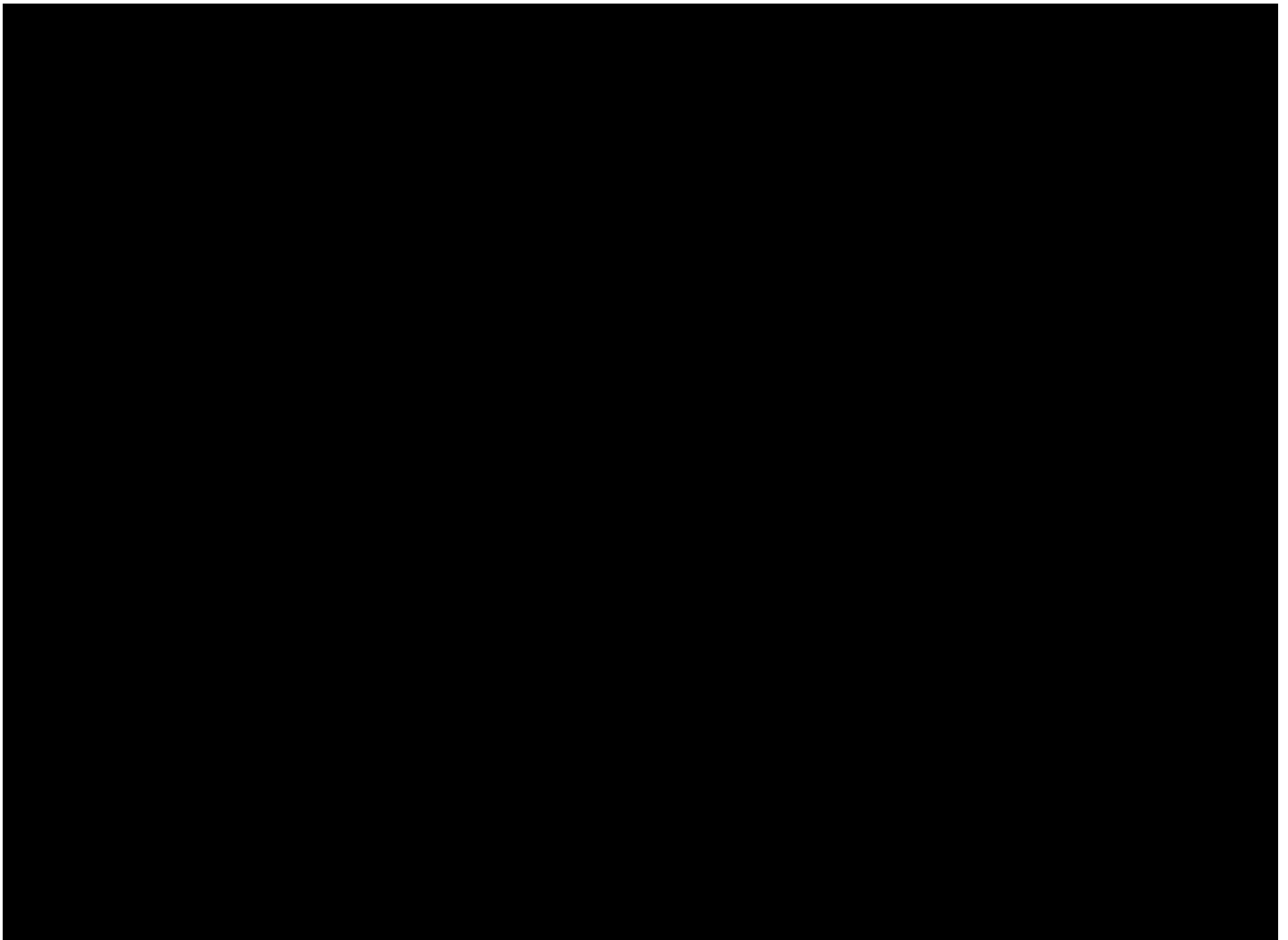
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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data collection and analysis techniques. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a survey of 100 participants. The survey was designed to measure the levels of various factors related to the research topic. The data was then analyzed using statistical methods to identify patterns and relationships. The results of the analysis are presented in the following section.

The findings of the study indicate that there is a significant relationship between the variables studied. Specifically, the results show that as the level of one variable increases, the level of the other variable also tends to increase. This relationship is supported by the statistical analysis, which shows a positive correlation between the two variables.

These findings have important implications for the field of study. They suggest that the factors being studied are closely related and that understanding one factor can help in understanding the other. This information can be used to develop more effective interventions or policies in the future.

In conclusion, the study has provided valuable insights into the relationship between the variables studied. The findings suggest a positive correlation between the two variables, which has important implications for the field. Further research is needed to explore this relationship in more detail and to identify the underlying mechanisms.

Annex 5 – Sustainability

1. Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1 (c) and 13.2.
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.
- 1.4 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with clause 1.3
- 1.5 The Supplier is expected to achieve continuous improvement in environmental and social performance.

2. Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/public/english/standards/convrec.htm) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:

2.2.1 pay staff fair wages and

2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Human Rights - Modern Slavery, Child Labour, Inhumane Treatment

3.1 The Supplier must ensure its Supplier Staff and its sub-contractors and its or their supply chain comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements.

4 Equality, Diversity and Inclusion

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

4.2.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

4.2.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;

4.2.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

4.2.4 advances equality of opportunity between people who share a protected characteristic and those who do not;

4.2.5 foster good relations between people who share a protected characteristic and people who do not share it;

4.2.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract; and

4.2.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract;

4.3 The Supplier is responsible for;

- 4.3.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and
- 4.3.2 how it creates and maintains a diverse workforce.
- 4.4 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

5. Environment

- 5.1 In this section, the following term has the following meaning:

“Net zero” means the balance between the production of man-made greenhouse gases (GHGs) from sources (such as burning fossil fuels, deforestation and refrigerant gases) and the capture in “sinks” (for example, forests, soil, the ocean and negative emission technologies (NETs).

- 5.2 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract.
- 5.3 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract in accordance with 5.2. Without limitation to the generality of paragraph 1.3 of this Annex, when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:
 - 5.3.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments;
 - 5.3.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;**
 - 5.3.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;**
 - 5.3.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments;**

- 5.3.5 avoid use of products that are linked to unsustainable forest management and deforestation;
- 5.3.6 comply with [Government Buying Standards](#) applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#); and
- 5.3.7 look to enhance the natural environment and connect communities with it.

5.4 The Supplier must demonstrate to the Authority the steps that it is taking to further the protection of the environment including:

- 5.4.1 understanding and reducing relevant biosecurity risks (including those relating to plant and tree health from harmful pests and diseases and from Invasive Non-Native Species);**
- 5.4.2 reducing and eliminating hazardous/harmful substances to the environment; and**
- 5.4.3 preventing pollution.**
- 5.4.4 Should an environmental incident occur or if there is a significant near miss these must be reported to the Environment Agency Incident Hotline at the earliest opportunity, and then to the Authority.
- 5.5. In addition, to 5.3.3 and 5.3.4, the Supplier, its sub-contractors; and its [or their] supply chain must;
 - 5.5.1 prioritise waste management in accordance with the waste management hierarchy as set out in Law;**

Waste hierarchy;

- (a) prevention;
- (b) preparing for re-use;
- (c) recycling;
- (d) other recovery, e.g. energy recovery; and
- (e) disposal.

5.5.2 be responsible for ensuring that any waste generated by the Supplier and its sub-contractors; and its or their supply chain is sent for recycling, disposal or other recovery as a consequence of this Contract and 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 Law;

- 5.5.3 ensure that it and its sub-contractors; and its or their supply chain used to undertake recycling disposal or other recovery as a consequence of this

Contract do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this and provide relevant data and evidence of recycling, recovery and disposal;

- 5.5.4 inform the Authority within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked and in circumstances where 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 sub-contractor until authorisation is obtained from the Authority.

6 Requirement for Timber - Not Used

7 Social Value

- 7.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the Contract. Where included as part of the Contract the Supplier will provide details to the Authority of the approach taken and benefits delivered.
- 7.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
- 7.2.1 new businesses and entrepreneurs;
 - 7.2.2 small and medium enterprises (SMEs);
 - 7.2.3 voluntary, community and social enterprise (VCSE) organisations; and
 - 7.2.4 mutuals; and
 - 7.2.5 other underrepresented business groups.

The Supplier will identify barriers to these organisations and work actively to remove them, ensuring equal opportunities to compete.

- 7.3 The Contracts Finder website can be used to help advertise any subcontracting opportunities outside the established supply chain. Other routes advertising to SMEs, VCSE organisations and other underrepresented business groups should be sought to highlight opportunities and encourage a diverse and inclusive supply base.

Short Form Terms

1. Definitions used in the Contract

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

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

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

"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;

"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;

"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;

Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

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

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

2.5 the singular includes the plural and vice versa;

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

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“EU References”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word ‘including’, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

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

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

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

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

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

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

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

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

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

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

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

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

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

(j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

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

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

- (a) Late delivery of the Services will be a breach of the Contract.
- (b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.
- (i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

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

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

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

5.4 A Supplier invoice is only valid if it:

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

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

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

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

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

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

6. The Authority's obligations to the Supplier

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

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

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

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

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

6.2 Clause 6.1 only applies if the Supplier:

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

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

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

7. Record keeping and reporting

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

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

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

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

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

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

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

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

then the Authority may:

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

8. Supplier staff

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

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

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

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

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

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

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

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

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

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

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

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

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

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

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

10. Intellectual Property Rights (IPRs)

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

- (a) receive and use the Deliverables;

- (b) use the New IPR.

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

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

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

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

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

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

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

(i) there is a Supplier Insolvency Event;

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

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

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

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

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

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

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

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

11.5 What happens if the Contract ends

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

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

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

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

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

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

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

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

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

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

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

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

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

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) whichever is higher unless specified in the Order Form.

12.2 No Party is liable to the other for:

- (a) any indirect losses;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

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

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

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

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

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

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

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

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

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

14. Insurance

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

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

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

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

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

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

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;

- (c) the risks to the rights and freedoms of Data Subjects;

- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

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

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

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

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

- (a) are aware of and comply with the Supplier's duties under this clause 15;

- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;

- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;

- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

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

- (a) it has obtained prior written consent of the Authority;

- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);

- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;

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

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

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

15.18 The Supplier must notify the Authority immediately if it:

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

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

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

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

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

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

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

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

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

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

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

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

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

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

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

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

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

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

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

(b) obtain the written consent of the Authority;

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

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

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

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

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

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

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

15.28 The Supplier:

(a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

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

16. What you must keep confidential

16.1 Each Party must:

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

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

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

- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

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

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

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

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

17. When you can share information

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

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

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

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

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

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

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

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

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

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

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost

reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

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

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

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

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

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

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

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must

include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

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

30. Whistleblowing

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

30.2 The Supplier agrees:

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

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact [REDACTED] Director of Legal Services at Horizon House, Deanery Road, Bristol BS1 5AH, email [REDACTED]", and

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

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security

Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

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

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

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

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

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

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

32. Publicity

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

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

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or

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

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

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

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

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

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

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

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

- (a) determine the dispute;
- (b) grant interim remedies;

(c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

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

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

36. Which law applies

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

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