

**INVITATION TO QUOTE**

**Support for completing Local Area Energy Planning Stages 1-3 for four county areas in the Southwest**

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**South West Net Zero Hub** ([www.swnetzerohub.org.uk](http://www.swnetzerohub.org.uk/))

The South West Net Zero Hub (the SWNZH) is an initiative funded by the Department for Energy Security and Net Zero. The purpose of the Hub is to provide impartial advice, technical support and funding to public and not-for-profit organisations, to develop projects that accelerate emission reductions and enable the transition to a more sustainable future.

The Hub is one of five Local Net Zero Hubs operational in England. It is hosted by the West of England Combined Authority and partnered with 7 Local Enterprise Areas (LEPS) across the wider southwest from Swindon to the Isles of Scilly. The Hub works with the LEPs and other partners to engage with a wide range of public sector organisations and to bring forward business cases that can attract investment in energy infrastructure.

As well as providing support to regional energy projects, we deliver large-scale programmes such as domestic retrofit and support to public sector decarbonisation schemes. We also support community energy projects and share best practice and innovation across the region.

Objectives of the Hub:

1. To attract commercial investment and help Local Authorities and other local public sector bodies to develop investment models which accelerate progress to net zero.
2. To increase the number, quality, and scale of local net zero projects being delivered across the region in line with national targets and strategies, including supporting the early-stage development and delivery of projects.
3. To collaborate with the Department for Energy Security and Net Zero to develop and support net zero elements of wider programmes and initiatives delivered across England.
4. To support a national knowledge transfer programme to improve information sharing, training, and evaluation.
5. To raise local awareness of opportunities for and benefits of local net zero investment.

The Accountable Body for the Hub is the West of England Combined Authority – this tender competition is being run by staff representing the Hub within the Combined Authority.

The Client to the Contract is therefore the Combined Authority; specifically, the SWNZH project manager. However, the local authority lead for each area will generally be the most appropriate source of information and sign off, so will be the primary contact for the Supplier in delivering the commission.

**SECTION 1 – THE REQUIREMENT**

**1.1 Introduction**

Local Area Energy (LAE) Planning is a relatively new process that has arisen as a result of the recognition that the majority of the UK’s emissions are within the scope of influence of local authorities and is designed to deliver effective local action to contribute to the net zero emission targets.

LAE planning uses technical evidence on the whole energy system, as well as wider non-technical factors, to identify the changes necessary to transition an area's energy system to net zero within a specified timeframe and in the most cost-effective and integrated manner possible. It is a spatial and temporal plan that enables an area to understand its pathway to net zero and is intended to result in a pipeline of investable projects for that area.

During 2023, several local authorities in the SW region approached the SWNZH requesting information and support on LAE Plans, siting barriers around the cost and complexity of creating plans, and their effectiveness in leading to net zero delivery. As a result, the SWNZH has committed to supporting these local authorities in laying the foundations for LAE planning, and net zero delivery, and is seeking the support of a supplier through this tender.

**1.2 Project Summary:**

The four county areas (referred to as ‘areas’ in the remainder of this document) included in this commission are:

* Gloucestershire
* Wiltshire
* Dorset
* Devon, covering the areas administered by Plymouth City Council, Torbay Council and Devon County Council

The supplier, or consortium, will guide each area through the early stages of LAE planning. This scope is based on the first three stages of the Energy Systems Catapult (ESC) [methodology](https://es.catapult.org.uk/guide/guidance-on-creating-a-local-area-energy-plan/):

1. Mobilising the lead organisation(s)
2. Stakeholder identification and engagement
3. Understanding and representing the current local energy system

The intention of this commission is to learn from the experiences of those who have worked on LAE planning to date, and to create a common, consistent approach across the participating areas. The elements we would like to draw out are:

* We see the ecosystem within which energy planning, decision-making, and delivery, is carried out as being key to long term success. Developing concrete, lasting, and meaningful relationships and structures that will support net zero delivery over the coming decades is central to the commission.
* Considering the mechanisms and finance vehicles required to enable the scale of ambition needed to meet net zero targets from the outset. This will aid in reducing the post plan ‘delivery gap’.
* The components of a local energy plan are well understood and can be described in a number of ways, such as the six core activities shown below. Other elements, such as land use, economy, skills, and innovation will be relevant and cross cutting.

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These building blocks can be used to co-develop a common vision for local energy that will underpin later discussions and options in terms of pathways to a decarbonised local energy system.

It may be that expertise is best drawn from a combination of organisations, and we are also open to collaborative bids.

The aim is to ensure each area and their participating local authorities:

* Understand the purpose and benefits of LAE planning, their role in it, and how to bring others with them.
* Have a clear vision for local energy, the concepts at the heart of the vision, and how they will work with others to achieve it.
* Are supported in creating the foundations for further LAE Plan development, and for net zero project delivery, aligned with the vision and the plan.
* Have in place the local ecosystem (data, tools, governance, support structures, relationships, and mechanisms), and the understanding and confidence to use them, to progress with LAE planning and delivery of net zero in their region.
* Have the relationships with others, and the structures in place, to support, enable, and collaborate in both planning and delivery of local energy activities.
* Benefit from knowledge and skills transfer to local authority officers.
* Gain value from the work undertaken through the commission from day 1, regardless of whether a full LAE Plan is later completed.

The overall goal is to bring all areas to the same level of readiness.  The support required to achieve this will need to be tailored to each area’s needs. Carrying out numerous studies simultaneously will allow participating local authorities to work together and learn directly from one another’s experiences.

The supplier will enable and support collaboration between the areas, and proactively seek opportunities for common solutions, for example in the way data and information is gathered, used, and presented. By creating consistency, outputs will feed more easily into the Regional Energy Strategic Plan (RESP) and Distribution System Operator (DSO) plans, enabling investment in the local and regional infrastructure that will be needed to deliver LAE Plans.

The SWNZH is keen to learn from the supplier’s experience of providing support across varying organisations, drawing on commonalities and differences to develop an approach that other local authorities in the southwest can follow using standard tools and templates.

We are keen to get a clear picture of how net zero delivery can be built into LAE planning from Day 1, for example through governance, support structures, integration of existing and planned projects, and a focus on delivery vehicles and finance models aligned to the six activity areas.

**1.3 Detailed Description of Commission:**

* + 1. Areas to be included:

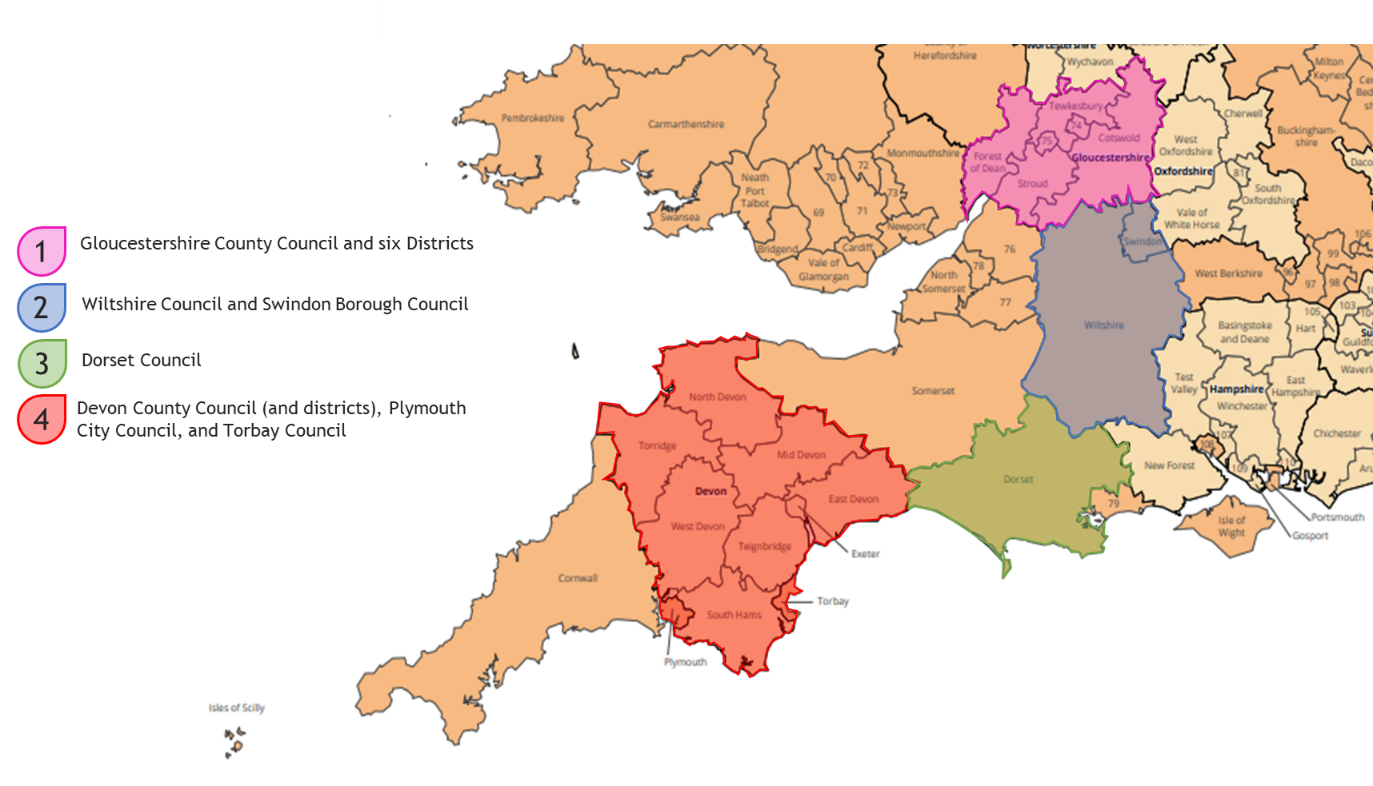
The scope of the work is to include the following areas:

Area 1 – Gloucestershire County Council (two-tier: will require working with six District Councils)

Area 2 – Wiltshire Council

Area 3 – Dorset Council

Area 4 – Devon County Council (two-tier: will require working with eight District Councils), Plymouth City Council, and Torbay Council



Each area has a unique blend of:

* Geography
* Organisational structure
* Available resource
* Experience in net zero planning and delivery
* Data and data platform(s)

Each area has provided a summary of any key documents, activities, and structures that have been implemented as part of their decarbonisation work to date, and these are included in Appendix 1. Bidders should take account of this information in assessing the likely scope of activity required to meet the requirements for each work package in each area.

* + 1. Goals

The overarching goals of this subregional LAE planning work are to:

1. Support the areas to develop an agreed vision for local energy and to establish all the systems, processes, and relationships needed to develop and deliver a successful LAE Plan.
2. Create a consistent and credible evidence base at the subregional scale (areas listed above) that:
   1. Supports the development of the strategic direction, priority actions, and investment decisions for each area.
   2. Meets the needs of the local authorities in developing their LAE plans, whilst also being consistent with the requirements of the models used by the National Energy System Operator (NESO)/RESP and DSO to develop the regional investment plans that will underpin those plans.
   3. Identifies key subregional energy planning issues linked to growth, transport, and decarbonisation initiatives to inform project development, network investment, and local planning.
   4. Provides insights to inform better targeted LAE Plans at the unitary and district level; drawing out local characteristics that will inform scenario choices/options.
   5. Supports project identification and investment prioritisation for a range of stakeholders, including DNOs, NGET, LAs (county, district, town + parish), heat network operators, and key private companies.
   6. Draws upon local data and those of key stakeholders.
   7. Produces new data and insights for incorporation into a county level data repository, to serve a range of use cases.
   8. Integrates heat network zoning programmes and activities to support a whole-system analysis and improved understanding of the wider benefits of proposed heat networks.
3. Create evidence and data outputs that are transparent and interoperable, such that local authorities can readily use and build on these when commissioning Phase 2.
   1. Clearly identify methodologies and provide access to key modelling assumptions.
   2. Form data repositories/platforms to agreed format and content that are interoperable with DNO data tools such as LENZA, as well as local GIS planning tools.
   3. Take account of the likely requirements of RESPs.
4. Design and embed the required elements of a local ecosystem needed to enable LAE planning and net zero delivery within local authorities.
   1. Support local authorities in identifying resourcing and skills requirements.
   2. Raise awareness amongst, and gain buy-in of, senior decision makers within local authorities.
   3. Cocreate a vision for net zero that will underpin future LAE plan development, and support delivery.
   4. Design and embed enabling structures and governance mechanisms that will endure after the life of this commission.
   5. Determine the approach to investment, and the finance and delivery vehicles that will be needed to deliver net zero projects.
5. Secure wider stakeholder support for LAE planning and net zero delivery.
   1. Develop an accessible evidence base and innovative visualisations of data, digital tools, and engagement mechanisms.
   2. Engage widely with key stakeholder groups to raise awareness of the changes required to achieve decarbonisation targets.
   3. Gain an understanding of the priorities of key stakeholder groups to inform the wider approach to LAE planning.
   4. Develop relationships with others to allow them to support, enable, and collaborate.
   5. Put in place structures that will ensure ongoing collaboration.
6. Identify opportunities for cross-sectoral and cross-boundary working to maximise progress to net zero and secure efficiencies in use of stakeholder resources by providing key recommendations for ongoing subregional collaboration and workstreams, and/or identifying projects that can be aggregated and that straddle boundaries.
7. Share learning on the process of developing an LAE Plan during and after the commission.
   1. Enable cross fertilisation of ideas, approaches, etc between participating local authorities to improve project outcomes.
   2. Record and share learning acquired during delivery of this commission to maximise the benefit to others.
   3. Develop documents, templates, and tools that can be used by others to support LAE plan development and delivery.
      1. Methodology

LAE planning is a collaborative, seven stage process to identify the most cost-effective pathway to decarbonising a region. It considers electricity, heat, and gas networks, future potential for hydrogen, the built environment (industrial, domestic, and commercial) its fabric and systems, flexibility, energy generation and storage, and providing energy to decarbonised transport.  More information on the methodology can be found from [Energy Systems Catapult](https://es.catapult.org.uk/tools-and-labs/local-area-energy-planning/), and further research provided by the [UK Parliamentary Research Office](https://post.parliament.uk/research-briefings/post-pn-0703/#:~:text=Key%20Points-,Local%20area%20energy%20planning%20(LAEP)%20is%20a%20relatively%20new%20process,action%20at%20the%20national%20level.), and a [recent status review](https://esc-production-2021.s3.eu-west-2.amazonaws.com/wp-content/uploads/2023/09/11175931/LAEP-The-Time-and-Place-is-Now-FINAL-report.pdf) undertaken by ESC.

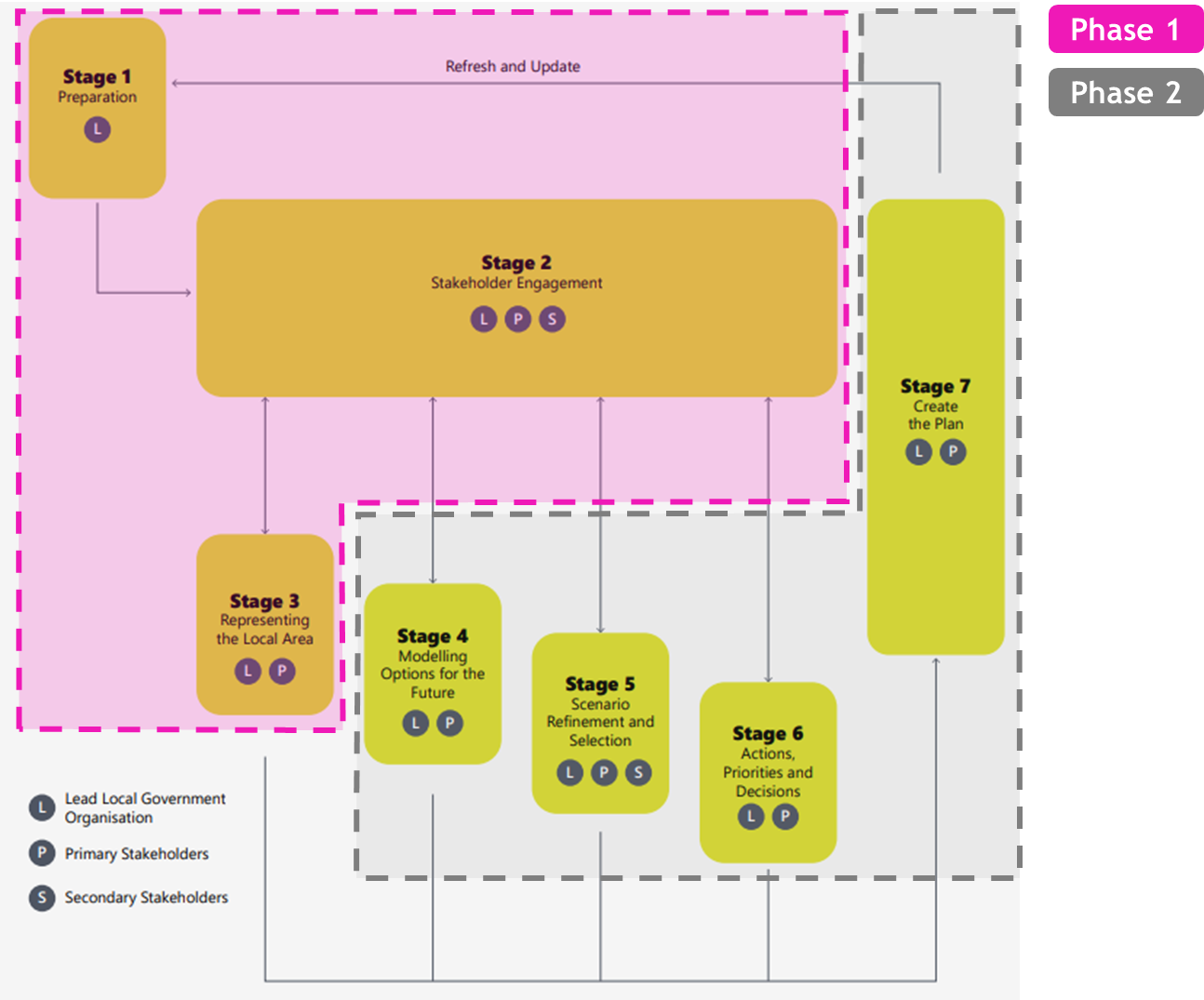
Since the development of LAE planning is still a relatively new area of work, there has been a range of approaches implemented around the UK to date, and ‘best practice’ is still being developed. This scope is therefore not intended to limit a supplier in the approach they might propose taking; only to draw from commonly recognised documents and methodologies in describing the intent of the project.

Bidders should make reference to relevant documents and guidance, including stages 1-3 of the [ESC LAEP methodology](https://es.catapult.org.uk/guide/guidance-on-creating-a-local-area-energy-plan/), which sets out the core scope, and [LAEP: The Method](https://centreforsustainableenergy.ams3.digitaloceanspaces.com/wp-content/uploads/2023/04/18215533/LAEP-method-final-review-draft-30-July-2020.pdf) by the Centre of Sustainable Energy (CSE), including the LAEP ‘done well’ checklists.

During the project, the Supplier is expected to keep track of other projects and developments relevant to decarbonisation pathways, including, but not limited to, Ofgem’s consultation on the RESPs, Regen’s Decarbonisation Pathway Planning for Local Areas, and the North West Net Zero Hub’s National Energy and Environmental Data (NEEDS). Alignment and integration with the evolving needs of the NESO and RESPs is particularly important.

However, this project is not intended to deliver a full technical analysis, and instead provide a baseline/characterisation phase, that takes full account of the wider determinants of success, stakeholder engagement, and governance in setting each area up well for future success.

The completion of Phase 1 is expected to build an evidence base that will enable local authorities to deliver full LAE Plans focused on Stages 4-7 (Phase 2) at lower cost, in a more targeted way, and utilising data gathered and processed at the regional level. This is illustrated as follows:



The scope of works is broken down into the three stages. Note that this doesn’t necessarily dictate the order in which each task should be completed, and a full project plan will need to be agreed with the SWNZH before commencing work.

Scottish and Southern Energy Networks (SSEN) is currently making a digital tool available free of charge through the LENZA project. The supplier will therefore need to ensure best use is made of the tool, in such a way that the local authority is able to continue to develop their own pathways after the project is finished. Although a similar digital solution exists within the National Grid Energy Distribution (NGED) licence area through the PRIDE project, this will not be available to the local authorities as part of this project.

* + 1. Scope

**Stage 1 – Preparation**

Activities:

* Establish effective and tailored relationships and working structure with local authority project leads focused on:
  + Effective delivery of the project.
  + Enabling the local authority to lead in the development of, and have ownership of, the LAE Plan.
* Engage with each area and their constituent local authorities to develop a full understanding of relationship dynamics, including senior management and political buy-in/leadership and cross departmental officer interaction.
* Establish the governance structure within each area to enable delivery of this LAE planning commission.
  + Identify existing groups where relevant.
  + Complete a gap analysis where existing structures exist and make recommendations for changes where appropriate.
* Engage with local authorities to understand decarbonisation work to date, existing resource, tools, data platforms, and other relevant materials.
  + Work with data teams within local authorities from the outset.
  + Identify a suitable data platform and host organisation, considering this will need to be maintained and updated over the course of the LAE Plan development and delivery.
  + Agree the national data sets to be used across all areas.
  + Identify locally held data sets.
  + Put in place data sharing agreements.
* Review existing net zero strategies, plans, and relevant projects:
  + Comprehensive review and audit of available evidence to understand the current context for each area.
  + Consider highly related work undertaken by local authorities and the SWNZH, such as existing heat mapping, energy masterplans, local plan development, or relevant energy related studies that has involved detailed data collection, engagement, and locally specific analysis.
* Support each area in developing a vision for local energy based on a set of core components (such as those described in Section 1.2) that will need to be delivered as part of a LAE Plan.
  + What are the concepts at the heart of the local vision? And what are their relative priority? Ideas such as:
    - Warmer, healthier homes
    - Community and decentralised energy
    - Local technological specialisms, or sector leadership
    - Renewables or EV deployment targets
  + What ecosystem of governance, partnership, joint venture, investment vehicle etc could be convened to deliver this?
  + What is the role of local authorities in this structure?
  + What is needed from other stakeholders? How will this interact with the RESPs?
  + How will this inform the priorities and parameters for future technical analysis?

We are looking for the Supplier to bring their expertise in proposing the most effective national data sets based on their experience in undertaking LAE plan modelling. The approach should meet the needs of key stakeholders and be consistent across the four areas. These will be agreed with the Client as part of Stage 1.

Outputs:

* Governance structure for each area, and any subsidiary structures for each constituent local authority.
  + Terms of reference.
* Agreed data platform and central information repository for each area containing all discovery materials.
* Summary of existing project, studies, documents, data, and their relevance to the plan.
* Draft vision for each area.

**Stage 2 – Stakeholder Engagement**

Activities:

* Develop the stakeholder engagement plan for each area:
  + With input from local authorities, lead the identification of the stakeholders that will need to be involved in developing a LAE Plan and net zero project delivery.
  + Identify the stakeholders that will need to be involved in developing a LAE Plan and through the delivery phase.
  + Set out how, and to what depth, the project will engage with each of these for each stage of development of the LAE plan.
  + Identify any specific roles stakeholders may need to fulfil in the development of the LAE Plan.
  + The consultant should work with stakeholders themselves on the development of the engagement process and the process of developing the LAE Plan to ensure there is strong support for the plan going forward.
* Support the local authorities in securing buy-in for LAE planning and the role of District, Town, and Parish councils in this:
  + Create a local narrative of the opportunity presented by the development of a LAE plan, including, for example, benefits to the local economy, supporting infrastructure development, and social benefits, such as healthier homes.
  + Set up and facilitate meetings/events to disseminate.
* Bring together stakeholders across each area (and, where relevant, beyond) to:
  + Establish shared objectives/perspectives to inform the approach to enable completion of Stage 3.
  + Agree a process for continuing engagement, including setting out cost and resource implications.
  + Gather stakeholder data to input into Stage 3.
  + Define how stakeholders will engage with the governance structure to ensure that input into the plan is useful and inclusive.
  + Further develop the vision for local energy from Stage 1 drawing in the knowledge, experience, and views of the broader stakeholder group to consider the ecosystem that will be needed to deliver the LAE Plan and the role that stakeholders will play in this, as well as priorities and parameters for future technical analysis.
* Make use of existing relationships, organisations, and activities to draw in citizen views, including, for example, Climathons, citizen assemblies, and Future Energy Landscapes.
* Determine how the local authorities, stakeholders, and the plan will engage with, develop, and deliver alongside and coherently with the RESP.
* Create enduring structures that will serve during LAE plan development, and through the delivery phase.

Stakeholders to be included (though not limited to):

* National Grid (ESO/TSO), DSOs, GDNs, NESO, etc
* All tiers of local government
* Campus organisations such as universities and hospitals.
* Main transport operators
* Heat network operators and large heat suppliers
* Community energy groups
* Key businesses, networks, business improvement districts
* Large energy consumers and generators
* Landowners, landlords, and developers

The Supplier is expected to bring their expertise in designing the number, type, and manner of engagement, but as a minimum it is expected that 20 sessions will be conducted across the four areas, most likely comprised of a series of workshops.

Outputs:

* Stakeholder engagement plan to include:
  + Key stakeholders
  + Engagement approach
  + Connection(s) into the overall governance structure
  + Supporting materials
* LAEP promotional materials.

**Stage 3 – Representing the Local Area**

Activities:

* Develop a baseline representation of each area’s local energy system:
  + Identify suitable national and local data sets (agreed in stage 1).
  + Consider and design for area data and information to feed into the regional picture via DSOs and RESPs; and how such regional plans will in turn influence local level planning and delivery.
  + Agree a suitable repository and data format and ensure data sharing agreements are in place.
  + For areas covered by the [SSEN LENZA project](https://www.ssen.co.uk/our-services/tools-and-maps/lenza/), work with SSEN/SWNZH/LAs to ensure best use of the tool both during this commission and for the full development of the LAE Plan.
  + Identify and propose alternative approaches for areas not covered by the SSEN LENZA project.
  + Carry out a data audit to assess the suitability and practicality of incorporating each data set into the central repository, ensuring data is validated and is in a compatible and interoperable format.
  + Build in existing modelling and other sources of information identified in Stage 1.
  + Analyse the collective data to develop the baseline representation of the energy demand across the area for all relevant vectors of the energy system, and carbon emissions baseline.
  + Set the priorities and parameters for future technical analysis, based on the vision developed through stages 1 and 2, setting out any key decisions, the evidence needed, and any sensitivities it would be useful to understand.
* Produce a gap analysis for each area by comparing the data that exists for that area with that available in other areas.
  + This should include comparison by sector or technology, as well as spatially by geographic area.
  + Identify and enable incorporation of data and information owned by stakeholders to maximise the benefit of this project.
  + Use this project as an enabler and catalyst for identifying and resolving data gaps.
* Work with key representatives in each area to consider broader elements of local area characterisation, including:
  + National and local factors that will influence successful delivery of the Plan.
  + Involvement of key stakeholders in developing and agreeing the baseline.
  + Take account of current and emerging local and national policy, local plans, network plans, and other high level planning work that pertains to, or has a bearing on local energy.
  + Take account of smaller, local level plans that impact on, or are influenced by, LAE planning for individual local authorities, parishes, towns etc in building the county area plan.
  + Ensure the baseline is reflective of the co-developed vision, and that the process and outcome of stage 3 likewise further informs the vision.
  + Ensure the wider determinants of success that need to be considered alongside the technical analysis are built into the LAE Plan, including, in particular, the investment vehicles and delivery structures that will enable the baseline.
* Document the process and the outcome.
* Support the local authorities in planning for further stages of development of their LAE Plan.
  + Determine a preferred approach, or options for approaches, to completing stages 4-7 of LAE planning, taking account of outputs of the Spatial and Temporal Modelling (STeM) project.
  + Set out a timeline for further delivery that is appropriate for each area.
  + Refine priorities and parameters for future technical analysis.
  + Set out a forward plan, including high level resourcing and cost implications.

Outputs:

* Methodology report, including key assumptions, listed data sets, and any exclusions.
* Established data repository and data sharing agreements.
* Gap analysis and prioritisation of data requirements for each area.
* GIS mapping and baseline data for each area in GIS format.
* Visual representation of the energy baseline of the current system, for example in the form of a Sankey diagram, running from energy generation by type through to end use. An example of this type of diagram is in [Annex 1](https://esc-prod-admin.383apps.com/wp-content/uploads/2022/07/FINAL_LAEP_-Guidance-Annexe-1.pdf) of the ESC methodology.
* Data and analysis underpinning the outputs in an agreed format.
  + 1. Deliverables

The following list outlines the key deliverables required from the project for each of the four areas.

For the local authorities to own:

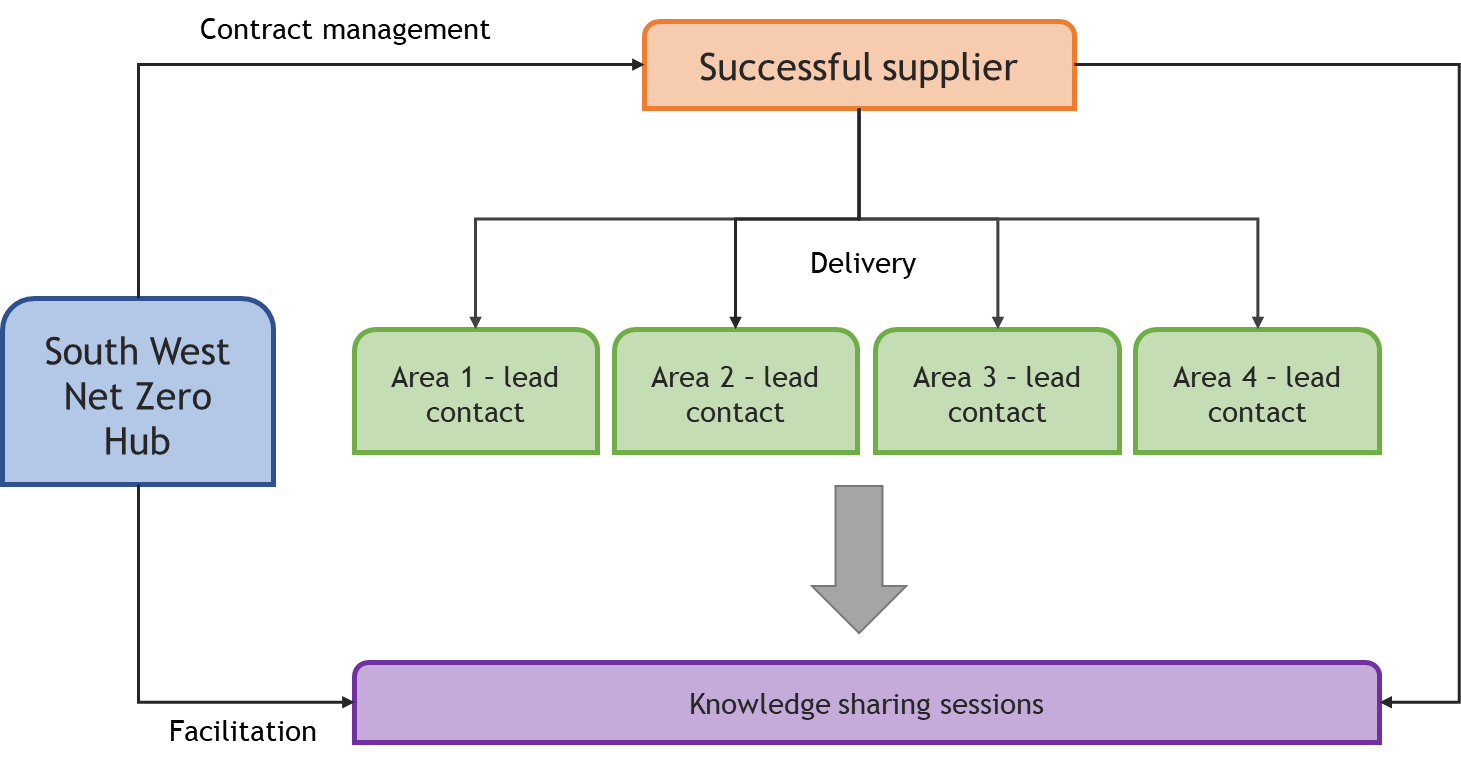
1. A data repository structure that allows for open-source, agile sharing of LAEP information with a wide range of organisations that can be owned, used, and updated by each area after the project is complete.
2. Energy baseline for each area using data and a method that allows each area to update themselves in the future, and a template for other areas to follow.
3. Delivery of the workshops and engagements necessary for the delivery of the LAEP stages detailed above.
4. Documentation of the outputs of the workshops and engagements, including:
   1. Vision for local energy, and the priorities and parameters for future technical analysis.
   2. Summary of initial pathway discussions and options.
   3. Summary of preferred models for delivery of the six net zero project type building blocks.
   4. Finance/investment options.
5. Project records that enable an easy understanding of the methodology, process, and outputs of all stages of the commission, including background documents and modelling assumptions that will allow future replication.
6. A forward plan for each area to own and enact, including:
   1. Governance structure, stakeholder comms plan, and LAEP promotional materials.
   2. Gap analysis
   3. Priority projects
   4. Conceptual resourcing plan that quantifies the resource and skills needed for the remaining stages of plan development, tailored to the set and up needs of each area.
7. A summary document akin to an executive summary including the process, decisions, conclusions, and next steps.

For the region (hub owned):

1. An overarching summary report, developed as a public-facing document, drawing together the learning and outputs from each county area, including any commonalities and differences, cross-region learning, and recommendations for future approaches.
2. Information architecture and template documents – including sets of facilitation questions – that will allow other local authorities outside of this project to independently replicate these early stages of LAE planning.
3. Templates and tools developed as part of the project, such as common data agreements, promotional materials, vision template, etc (NB all documents must be prepared to meet local authority requirements, including meeting accessibility standards. Microsoft provides [guidance](https://support.microsoft.com/en-gb/office/create-accessible-office-documents-868ecfcd-4f00-4224-b881-a65537a7c155) on this, as does [Adobe](https://helpx.adobe.com/uk/acrobat/using/create-verify-pdf-accessibility.html)).
   * 1. Project Management

The Accountable Body for the Hub is the West of England Combined Authority – this tender competition is being run by staff representing the Hub within the Combined Authority.

The SWNZH project manager will act as Client to the Contract. Each area will provide a lead contact, or contacts, and they will generally be the most appropriate source of information and decision-making and the Supplier should expect to work directly with them in delivering the commission. A conceptual project structure is shown below.



In general, it is assumed that the SWNZH and the area leads will work together during the contract term to share knowledge and experience and manage issues. Any contractual matters raised by area leads will be managed formally via the SWNZH.

Each area has committed 0.2 to 0.3 FTE dedicated to the project, with responsibility generally shared between 2 or 3 people who have been part of the project since its inception. In addition, these core groups will draw on contributions from a number of other colleagues.

The commission is expected to be delivered over 6 months from January to June 2025.

The minimum requirements for Client meetings are as follows:

* Project inception meeting
* Monthly Client update meetings
* Fortnightly updates with area leads
* Draft final report review meeting with Client, and each area lead

The Supplier’s project management approach should be consistent with Prince 2 or other recognised project management methodology and be clearly detailed and presented together with all roles, responsibilities, and time allocated to tasks.  The project manager leading the project will be responsible for day-to-day contact with the Client and should have demonstrable experience of local area energy planning.

All staff working on the project should be named along with their allocated tasks and hours.  Accompanying CVs for all staff working on the project should be provided, evidencing significant experience relevant to the activity they will be working on.

The Supplier’s approach to performance monitoring of the delivery of this scheme must be clearly presented within tender responses, with a clearly defined approach to dealing with significant Client dissatisfaction issues.

The budget for the work is a maximum of £120,000. Stage payments will be linked to delivery of key milestones. As part of your tender return, please also provide a detailed price schedule and Gantt chart breaking down proposed project activities.

**SECTION 2 – INSTRUCTIONS TO QUOTE.**

2.1 **E-Quote System**

The Authority uses ProContract as its e-procurement system. Assistance in relation to the e-procurement system is available to suppliers via the Supplier Help Icon within the system. Supplier Guidance documents are also available to view and download.

If you are still unable to resolve your issue in using the system you should send an e-mail to [ProContractsuppliers@Proactis.com](mailto:ProContractsuppliers@Proactis.com) explaining the nature of your query.

2.2 **Preparation of Quote**

Suppliers must obtain for themselves all information necessary for the preparation of their Quote response and all costs, expenses, and liabilities incurred by the supplier in connection with the preparation and submission of the Quote shall be borne by the supplier, whether or not their offer is successful.

Information supplied to the supplier by Authority staff or contained in Authority publications is supplied only for general guidance in the preparation of the Quote. It shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise.

Suppliers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Authority for any loss or damage of whatever kind and howsoever caused arising from the use by suppliers of such information.

2.3 **Price Schedule/s**

The Authority requires suppliers to complete and upload Price Schedule(s) where requested to do so within the e-procurement system.

All prices shall be in Pounds Sterling.

2.4 **Other Documents or Supporting Evidence**

If instructed to do so within the e-procurement system, the supplier must complete and upload other documentation that may be provided with this Invitation to Quote, or upload evidence to support their submission.

Documentation: Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages*. If you are uploading multiple documents, it is recommended that you zip them using WinZipor WinRAR.

Quotes must not be qualified or conditional. Only Quotes submitted without qualification will be accepted for consideration. If a Quote is excluded from consideration, the supplier will be notified.

2.5 **Submission deadline**

Suppliers are required to submit their Quote within the e-procurement system by midday, **20th December 2024,** and should allow sufficient time to complete questions and upload documentation before this time. Quotes received after the closing date will not be considered and will result in the Authority rejecting the Quote as a Fail/Non-compliant Quote. Emailed or hard copy Tenders will not be accepted.

If the Authority issues an amendment to the original Quote and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Authority, be given to all Organisations.

The Authority expressly reserves the right to require a supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Quote. However, the Authority is not obliged to make such requests.

Suppliers shall accept and acknowledge that by issuing this ITQ the Authority shall not be bound to accept any Quote and reserves the right not to conclude a Contract for some or all of the services for which Quotes are invited.

2.6 **Quote Validity**

The Quote should remain open for acceptance for a period of 60 days. A Quote valid for a shorter period may be rejected.

2.7 **Communication**

All contact and communication during this procurement should be submitted in writing through the e-procurement system including any clarification questions in sufficient time before the closing date, to enable to the Authority to respond to all suppliers. It is not acceptable for suppliers to seek clarifications via telephone or e-mail outside of the e-procurement system.

2.8 **Confidentiality**

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an ‘In Confidence’ basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Quote shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

2.9 **Disclaimer**

Neither the Authority, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITQ; or
* accepts any responsibility for the information contained in the ITQ or for their fairness, accuracy or completeness of that information nor shall any of then be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any resulting Contract shall be governed by English law.

2.10 **Freedom of Information Act**

Suppliers should note that the Authority is subject to the ‘Freedom of Information Act 2000’. Suppliers are requested to state which part, if any, of the information supplied with their Quote is confidential or commercially sensitive or should not be disclosed in response to a request for information and why. Suppliers’ statements will be considered however the Authority is unable to give any guarantee that the information in question will not be disclosed.

2.11 **Transparency**

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Authority will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at [Local Government Transparency code 2015](file:///S:/Corporate%20Procurement%20Team/Procurement/Transparency%20Code%202014/Local%20Government%20Transparency%20code%202015.pdf).

The Authority is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Authority’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.

2.12 **Procurement Timetable**

The study is expected to be completed over a 6-month period with indicative timescales provided below (taking into account down times over the holiday season). This is intended as a guide and, whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| **Description** | **Indicative Date** |
| ITQ Issued | 21st November 2024 |
| Deadline for questions and clarifications | 6th December 2024 |
| Response to clarifications | 13th December 2024 |
| Deadline for submission of Quotes | 20th December 2024 |
| Evaluation of the tender responses by panel | 20th December 24 – 9th January 2025 |
| Tender award issued | 25th January 2025 |
| Contract start date | 27th January 2025 |
| Inception meeting | w/c 3rd February 2025 |
| Study period | 6 months |
| Draft reports | End July 2025 |
| Final reports signed off/contract close | Early September 2025 |

**Table 5:** Study Timetable

2.13 **Required documents**

Within this process suppliers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-procurement system.

|  |  |
| --- | --- |
| **DOCUMENT TITLE** | **COMPLETE AND UPLOAD** |
| Section 1 – The Requirement including Specification |  |
| Section 2 – Instructions to Suppliers |  |
| Section 3 – Questionnaire |  |
| Section 4 – Pricing Schedule |  |
| Section 5 – Evaluation and Award |  |
| Appendix 1 – Non-Collusion Certificate |  |
| Appendix 2 - Terms and Conditions of Contract |  |

**Table 6:** Required documents

Please Note: The completion and electronic return of all the documents ticked above is mandatory.

**SECTION 3 - QUESTIONNAIRE**

The purpose of the Questionnaire is to enable the Authority to assess supplier suitability for providing goods and services.

**Notes for completion**

i. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If it does not apply to you, please state clearly ‘N/A’.

ii Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.

iii. Please return a completed version of this document with your Quote submission using the e-procurement system.

**Verification of Information Provided**

iv. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. The Authority will request evidence from the winning Contractor only after the final Quote evaluation decision.

**Sub-contracting arrangements**

v. The Supplier should advise in a separate appendix the names of sub-contractors, the percentage of work being delivered by each sub-contractor, and the key contract deliverables each sub-contractor will be responsible for.

**Confidentiality**

vi. The Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

vii. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier details** | **Answer** | | | |
| Full name and address of the Supplier |  | | | |
| Registered company/charity number |  | | | |
| Registered VAT number |  | | | |
| Name of parent company |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | ▢ Yes | | |
| ii) a limited company | ▢ Yes | | |
| iii) a limited liability partnership | ▢ Yes | | |
| iv) other partnership | ▢ Yes | | |
| v) sole trader | ▢ Yes | | |
| vi) other (please specify) | ▢ Yes | | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes | | |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-2) | ▢ Yes | | |
| iii) Sheltered workshop | ▢ Yes | | |
| iv) Public service mutual | ▢ Yes | | |
| **Bidding model** | | | |  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |  |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | | ▢ Yes |  |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the services | | | ▢ Yes |  |

|  |  |
| --- | --- |
| **Contact details** | |
| Supplier contact details for enquiries | |
| Name |  |
| Postal address |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |
| --- |
| **Technical and Professional Ability** |
| Please submit a proposal setting out your understanding of the brief, and detailing how you will meet the specification and deliver the expected outcomes, including (but not limited to) answering the questions below.  We recognise the activities under each section of the methodology are interdependent, and we are open to receiving responses that integrated, so long as the total length of the submission remains within the required limits.   |  |  |  |  | | --- | --- | --- | --- | | **No.** | **Question** | **Evaluation Criteria** | **Weighting** | | **1** | **Methodology:** Please detail your proposed methodology and the tools you will use to create the evidence base to underpin the LAE plan.   * Proposed methodology for producing an energy baseline for each area. * How data will be stored and made available to LAs during and after the project. * How you will take account of RESP and DNO requirements whilst also delivering for the LAs. * What considerations will you give when selecting data to use to make sure models are comparable across areas? If there is granular data that is locally important, what would you do?   **Response Limit: 4 sides of A4** | Provision of detailed, robust, and credible methodology for creating a data-led evidence base to underpin the LAEP, taking into account the variation in tools, platform, resource, data etc in each area.  Methodology demonstrates a clear understanding of the aims, objectives, and scope of the study. | 15% | | 2 | **Methodology:** Please detail your proposed methodology to achieve stakeholder engagement with the LAE plan.   * Information on your intended approach to engaging required parties to complete the study. * How to establish long-lasting structure and governance.   **Response Limit: 2 sides of A4** | Provision of a detailed, robust, and credible methodology.  Key stakeholders listed.  Concept format/plan of stakeholder engagement sessions.  Methodology demonstrates a clear understanding of the aims, objectives, and scope of the study. | 10% | | 3 | **Methodology:** Please detail your proposed approach to developing the ecosystem that will enable future delivery.   * Finance vehicles. * Securing stakeholder support and buy-in. * Developing local energy vision.   **Response Limit: 1 side of A4** | Methodology demonstrates a clear understanding of the aims, objectives, and scope of the study, and why these elements are key to achieving long lasting success. | 5% | | 4 | **Methodology:** Please detail your proposed approach to working with local authorities.   * Tailoring support * Knowledge transfer to LAs * Maximising the benefit of working with multiple areas + sharing common learnings     **Response Limit: 1 side of A4** | Methodology demonstrates a clear understanding of the aims, objectives, and scope of study, and an understanding and experience of working with a range of local authorities. | 5% | | 5 | **Relevant expertise and experience**  Please detail the expertise and experience held by the key team members who will be working on this commission, and how you will build on your key learnings from previous similar work.  Named staff members should have direct experience of working on Local Area Energy Planning or comparable work, and be able to reference demonstrable experience of:  (a) Working with local authorities  (b) Data + modelling   * Selecting and using national data sets to good effect. * Developing and using a data platform to underpin and evidence strategy * Energy networks * Working with DNOs   (c) Stakeholder engagement  Please include contingency arrangements that ensure deliverability in the absence  **Response Limit:**   * **3 sides of A4 summary** * **3 case studies at 2 sides A4 each** * **CVs 2 sides of A4 per person** | Details of named staff who will be allocated to deliver the scope of works, including name, position, full CVs (not summaries), specific project roles, key assigned tasks, hours, cost rates, costs and specific relevant experience. The number of hours and charge-out rates shall be provided for each staff member working on the project.  Credible contingency proposals to ensure deliverability of the proposed programme to timescale and budget in the event of loss or absence of staff.  Knowledge and experience evidenced in submission, including case studies. | 15%  15% | | **6** | **Project Management:**  (a) Project management   * Team structure * Approach to collaboration between areas during delivery   (b) Project plan  Please provide an indicative timeline/project plan, including:   * Milestones * Staff allocation, including days allocated across team members and associated costings * Allowances for input + response from LA and other stakeholders * Contingencies   (c) Risk management  Identify the key delivery risks and how these will be mitigated/managed.  **Response Limit: 4 sides of A4. Project plan / programme – 1 side of A3.** | Provision of:   * Clear, robust, and credible proposals for the project management and quality assurance approach to be adopted, including a response to dealing with Client’s issues and concerns. * A credible and acceptable project programme and associated Gantt chart. * Allocated costs for key work packages. * Organogram. * Project communications plan. * Risk assessment. | 10% | | **7** | **Social Value**  Demonstrate how your company is creating additional social value through delivery of the contract and in its operations and corporate commitments and practices. Ensure corporate carbon reduction activities are referenced. | Evidence of company commitments and activities. | 5% | | | |
|  | | |

**SECTION 4 – PRICING SCHEDULE**

**Pricing**

Suppliers must complete the price schedule below.

All charges/prices must be in pounds sterling and should be exclusive of VAT but include all costs. All pricing information will form the basis of any resulting Contract.

The maximum available budget is £120,000.00 for production of the reports, and all accompanying data and materials as detailed this invitation to tender document.

Bidders should provide a breakdown of costs for activities by consultant by rate.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Activity | Consultant Grade / Name | Days per activity | Day rate / Charge | Price |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
| Total Price |  |  |  |  |

**SECTION 5 – EVALUATION AND AWARD**

5.1 **Evaluation**

Quotes will be evaluated to find the most suitable supplier who can meet the Specification and provide competitiveness of price. The award will be based on the evaluation criteria as outlined in the table below.

Upon acceptance of the Quote, the Contract shall be formed and become binding on both parties. Suppliers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Suppliers should note that the Authority reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by suppliers in developing their quote.

Suppliers should also note that, should they be successful the Authority reserves the right to terminate the Contract, if at any time it is discovered that the Supplier made any material misrepresentation and/or have not notified to the Authority about any material changes in relation to the information provided in the Quote.

|  |  |  |  |
| --- | --- | --- | --- |
| **AWARD CRITERIA & WEIGHTINGS** | | | |
| **Price** | **20%** | | **Total Price on the pricing schedule** |
| **Quality** | **80%** | * + - 1. Methodology       2. Relevant expertise and experience       3. Project plan       4. Social value | **35%**  **30%**  **10%**  **5%** |

**All the individual questions are mandatory therefore Bidders are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.**

**Pass / Fail:** Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender not proceeding to full evaluation.

**Quality Scoring**

Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder’s submitted responses.

The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.

0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Authority does not have any confidence in the Bidder’s experience, capacity and ability to meet its requirements.

1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Authority has a low level of confidence in the Bidder’s experience, capacity and capability to meet its requirements.

2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Authority has limited confidence in the Bidder’s experience, capacity and capability to meet its requirements.

3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Authority is satisfied with the Bidder’s experience, capacity and capability to meet its requirements.

4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Authority with a good standard of confidence in the Bidder’s experience, capacity and capability to meet its requirements.

5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Authority with a very high level of confidence in the Bidder’s experience, capacity and capability to meet the Authority’s requirements.

**Applying weightings to scores**

The weighting for the overall tender between quality and price is listed in the table above. The quality and price criteria are given sub-weightings (also listed above).

The total score will depend on the number of questions for that criterion. So, if there are 20 questions for Contract Management, for example, then the maximum marks will be 100 (20 x 5) because each question is scored out of 5.

The weighted score is the total score represented as a percentage of the sub-weighting. So if the sub-weighting for Contract Management was 20%, then scoring 100 would achieve the full 20%, 50 would achieve 10% out of 20% etc.

All sub-criteria weighted scores are added together to achieve a total weighted score out of the main quality weighting.

**Price Evaluations:** The scoring is carried out within an Excel spread sheet outside of the e-tender system.

All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.

Example with price weighting 40%, the calculation is:

(40\* lowest price)/bid price

The lowest price bid would receive the full 40 points.

The price weighting applicable to this tender is in the table above.

5.2 **Recommendation**

An evaluation will be produced by the panel and recommendation made to award to the winning Contractor.

5.3 **Contract Award**

The approval of the award will be made by the appropriate Authority representative.

**SECTION 6 - APPENDICES**

**Appendices**

1. Background information for each participating area
2. Non-Collusion Certificate
3. Terms and Conditions of Contract

**APPENDIX 1**

**BACKGROUND INFORMATION FOR EACH PARTICIPATING AREA**

1. **Gloucestershire**

The scope of the work for Gloucestershire is set to cover the county of Gloucestershire made up of 6 district council areas. Each council has a target of either 2030 or 2045 for borough/county wide net zero.

Significant work is already underway which support the development of a better understanding of our energy system needs:

1. A programme of County focused retrofit engagement support and advice.
2. An ambitious Local transport plan and shared commitment on transport decarbonisation to reduce surface transport emissions by80% by 2030 and achieve Net Zero emissions by 2045.
3. An ambitious programme of EV infrastructure roll out delivered by Connected Curb.
4. Currently mid review of all local development plans in the county with live activity around site allocations for new developments and renewable energy generation which will be a valuable input to the LAEP.
5. Existing activity with large energy users such as Gloucestershire Airport, NHS, GCHQ, local stadiums and leisure centres.
6. A climate risk assessment with modelling of future heat stress, flood risk and adaptive capacity
7. Commitment to a waste service improvement plan and land use framework which will better map future plans and energy supply/demand scenarios for high energy sectors.
8. Early engagement with NGED.

An initial project team has been set up to steer the stages 1-3 of the LAEP and to make the case for the next stages of the work (4-7). The initial project team is made up of a leading district officer, the countywide coordinator and a county council representative – these individuals can work as a streamlined and responsive central team whilst maintaining relationships and information points at all levels and with all relevant parts of the organisations within the partnership to provide the best steer via a smaller group – but representing the views of the following central climate partnerships levees for the county. This central coordination team will also be supported by a relevant Councillor and Chief Executive advocates from the partner councils.

Note: No formal groups yet built to take forward the LAEP project specifically, but four key active existing stakeholder structures are expected to form the founding structures of the internal and external stakeholder working groups:

1. Climate Leadership Gloucestershire – the senior officer and political leader group with representation from all councils in the county plus education, police and health representatives is the sponsor for and contracts the work, utilising the central climate coordinator resource to oversee and report regularly on progress towards the development of the Gloucestershire countywide LAEP.
2. Existing climate leadership officer group (CLOG) to take on an energy planning role and to act as key conduit to other services within the 7 partner councils and other funding partner authorities (academia, police and NHS).
3. Internal governance within partner authorities – all authorities are working towards an internal centralised climate programme board bringing key service areas together to discuss climate focused topics – LAEP would become a standing item at the meetings.
4. The Energy Business group – previously managed by the Local Enterprise Partnership and now the County Council brings together energy sector focused stakeholders – membership will be reviewed to ensure full sector coverage and the group would be tasked to become the external steering group for the LAEP.
5. Gloucestershire community energy forum and close relationship with Gloucestershire Association of Town and Parish councillors providing access to community scale knowledge on generation and demand issues.
6. It is also expected that each partner council in Gloucestershire develops an internal structure for information gathering and exchange necessary for progression of the LAEP.
7. **Wiltshire**

Wiltshire Council (Unitary Authority) acknowledged a [Climate emergency](https://www.wiltshire.gov.uk/article/1003/Climate-emergency) in February 2019 and committed to becoming [carbon neutral](https://www.wiltshire.gov.uk/news/council-pledge-to-be-carbon-neutral) as an organisation by 2030, as well as supporting Wiltshire to work towards becoming carbon neutral by 2030.

The council adopted the [Climate strategy](https://www.wiltshire.gov.uk/green-economy-climate-change) in 2022 and the [Energy theme](https://www.wiltshire.gov.uk/article/6995/Energy-actions) within it sets an objective to “*Increase renewable electricity generation…within Wiltshire by working in partnership with others*”. This is essential for meeting the greater demand from the electrification of heat and transport. Additionally, part of the strategy’s energy theme objective (**E6.1**) is to investigate and progress joined-up Local Area Energy Planning, which is critical to delivering the County’s net zero target and ambition.

**Current Progress for Stages 1-3:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **TASK NAME** | **DESCRIPTION** | **STATUS** |
| **1.1** | Creation of draft document | [​docx icon Wiltshire Council LAEP Stages 1-3 - FOR IWG to comment.docx](https://wiltshirecouncil.sharepoint.com/:w:/s/Climatecollaboration2-LAEPInternalWorkingGroup/EdF9zxhX5iBAn7ImKmvOcQ0BWsbq5fNWonfsNbYUMtFrKA?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=bZN5Yf) – information for stages 1-3 collected and checked (including data, graphs) | In Progress |
| **1A** | Determine Geographical Area and appoint lead organisation | Wiltshire Council area/Wiltshire County  Lead: Wiltshire Council (Unitary Authority) | Complete |
| **1B** | Mobilise lead organisation | Senior level political and officer approval and buy-in to proceed was secured through the IWG and Business Case.[​xlsx icon LAEP Product Backlog - ALL Services.xlsx](https://wiltshirecouncil.sharepoint.com/:x:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/LAEP%20Product%20Backlog%20-%20ALL%20Services.xlsx?d=w304ff0eda6724acf81746ea6569bc186&csf=1&web=1&e=nLqiVi) | Complete |
| **1B.1** | Business Case taken to Place SLT (Scoping) 1st March 2024 | [​docx icon Business Case - Wiltshire Council Local Area Energy Plan (1).docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/Business%20Case%20-%20Wiltshire%20Council%20Local%20Area%20Energy%20Plan%20(1).docx?d=w031df327366f44c0b9f081ecb6f9107b&csf=1&web=1&e=lPWjh7) | Complete |
| **1B.2** | Set up Internal Working Group and Programme Governance Structure | [​docx icon LAEP INTERNAL WORKING GROUP - TOR.docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/LAEP%20INTERNAL%20WORKING%20GROUP%20-%20TOR.docx?d=w0c4fb5ea4f234c7983ef1d2b21d63580&csf=1&web=1&e=7Nwb75) – participation from relevant officers, Heads of Service, Directors. Monthly meetings.  [​pptx icon Programme Governance Structure Diagram.pptx](https://wiltshirecouncil.sharepoint.com/:p:/s/climate/EcBlrotgYghOmZJWDxc3lCYBsDL9erjmkPtyxHfF2bK1Lw?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=aIozn7) (see below) | Complete |
| **1C** | Determine resources, roles, and responsibilities | See Internal Working Group (IWG) TOR, Business Case, previous meeting notes. | Complete |
| **1C.1** | [Creation of a Project Plan](file:///C:/Users/jordan.clydesdale/:w:/s/climate/Ecp2IVHvk6lGgan_rkaNUd4Be7BflsdPmuQBJ1yzBhmXLQ?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=e2nhMU) | [​docx icon LAEP Project Plan draft.docx](https://wiltshirecouncil.sharepoint.com/:w:/s/climate/Ecp2IVHvk6lGgan_rkaNUd4Be7BflsdPmuQBJ1yzBhmXLQ?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=KsGwX6) | Complete/Being checked |
| **1C.2** | IWG updated | [​docx icon Wiltshire Council LAEP Stage 1c – Resources, Roles and Responsibilities - DRAFT.docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/Wiltshire%20Council%20LAEP%20Stage%201c%20%E2%80%93%20Resources,%20Roles%20and%20Responsibilities%20-%20DRAFT.docx?d=wae60e921c75545e39301ee03cc0bf29d&csf=1&web=1&e=Q46xJh) | Complete |
| **1D** | Assess Policy and Strategy Drivers | See [​docx icon Wiltshire Council LAEP Stages 1-3 - FOR IWG to comment.docx](https://wiltshirecouncil.sharepoint.com/:w:/s/Climatecollaboration2-LAEPInternalWorkingGroup/EdF9zxhX5iBAn7ImKmvOcQ0BWsbq5fNWonfsNbYUMtFrKA?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=bZN5Yf) This will need refreshing and expanding in scope once the new national government is established. | Complete |
| **1E** | Determine scope | See [​docx icon Wiltshire Council LAEP Stages 1-3 - FOR IWG to comment.docx](https://wiltshirecouncil.sharepoint.com/:w:/s/Climatecollaboration2-LAEPInternalWorkingGroup/EdF9zxhX5iBAn7ImKmvOcQ0BWsbq5fNWonfsNbYUMtFrKA?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=bZN5Yf);  [​docx icon LAEP Project Plan draft.docx](https://wiltshirecouncil.sharepoint.com/:w:/s/climate/Ecp2IVHvk6lGgan_rkaNUd4Be7BflsdPmuQBJ1yzBhmXLQ?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=KsGwX6); [​docx icon LAEP Project Report 2024.docx](https://wiltshirecouncil.sharepoint.com/:w:/s/climate/EWgx2ODLrp5IsUPQvOgtMIEBI9BCauz6AFL2YML5ClZ7uw?email=Jordan.Clydesdale%40wiltshire.gov.uk&e=RbKo5G) | Complete |
| **1.2** | Plug into LENZA tool / accepted onto Pilot project | [​Folder icon LENZA Tool](https://wiltshirecouncil.sharepoint.com/:f:/r/sites/climate/Carbon%20Reduction/Planning/Local%20Area%20Energy%20Plans%20(LAEP)/LENZA%20Tool?csf=1&web=1&e=p1LjmJ) | Complete |
| **1.3** | LAEP Development Collaboration with SSEN's LENZA | [Project Plan - LAEP Development Collaboration with SSEN's LENZA](file:///C:/Users/jordan.clydesdale/:w:/s/climate/EdQHLXJgetNHkhYJDn3RHdMBLA6qK6pjZ2fE_YAxr5aA0w?xsdata=MDV8MDJ8Sm9yZGFuLkNseWRlc2RhbGVAd2lsdHNoaXJlLmdvdi51a3xhOTUyNTY4MjA2ZmY0OTA5Njc4OTA4ZGM5YjgwN2FiZXw1NTQ2ZTc1ZTNiZTE0ODEzYjBmZjI2NjUxZWEyZmUxOXwwfDB8NjM4NTU2MjIzMzM1NTEzMzIwfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKV0lqb2lNQzR3TGpBd01EQWlMQ0pRSWpvaVYybHVNeklpTENKQlRpSTZJazFoYVd3aUxDSlhWQ0k2TW4wPXwwfHx8&sdata=RDVxZWlBMitJeTVPQkx1NDdMVVZoenNVUDByU1kxMWorMmZsQmVxYkZhcz0%3d)  EOI, Delivery Plan, TORs.  Portfolios and user story functions | Complete |
| **1.4** | Engage other organisations | DNOs, GDNs, CEGs, NZH, WG, RESP (TBC)…  LAEP guidance, available data etc. | Complete/Ongoing |
| **1F** | Commission creation of the LAEP (SWNZH Proposal) | [SW LAEP ITT draft (1).docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/climate/Carbon%20Reduction/Planning/Local%20Area%20Energy%20Plans%20(LAEP)/SWNZH%20-%20Consultant%20Proposal/SW%20LAEP%20ITT%20draft(1).docx?d=wfa17a63909f04bad9946b9ad4b6ba23b&csf=1&web=1&e=dx2l3A)  [​docx icon 20240823 SWNZH LAEP 1-3 ITT.docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/climate/Carbon%20Reduction/Planning/Local%20Area%20Energy%20Plans%20(LAEP)/SWNZH%20-%20Consultant%20Proposal/20240823%20SWNZH%20LAEP%201-3%20ITT.docx?d=we4f74cf55d3847c5a42425a8ec35a35b&csf=1&web=1&e=FvBhsZ)  Part of Phase 1 scope; no plans yet for commissioning stages 4-7 (Phase 2 scope). | In Progress |
| **2A** | Determine Stakeholder Engagement Lead | SWNZH commissioned consultant, supported by the Climate Officer (PM) – with steer from the key stakeholders. | TBC |
| **2B** | Stakeholder Mapping | Draft stakeholder mapping has begun: [LAEP IWG whiteboard](https://teams.microsoft.com/l/entity/95de633a-083e-42f5-b444-a4295d8e9314/_djb2_msteams_prefix_1921912720?context=%7B%22channelId%22%3A%2219%3A9467a2f0010b4008a9b0b689a679b65a%40thread.tacv2%22%7D&tenantId=5546e75e-3be1-4813-b0ff-26651ea2fe19)  (RACI Matrix); [​xlsx icon Stakeholder Register.xlsx](https://wiltshirecouncil.sharepoint.com/:x:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/Stakeholder%20Register.xlsx?d=w5ded0740651440908f01fd4bfe79aa55&csf=1&web=1&e=2dG5ub) – primary (key) & secondary (supporting). | In Progress |
| **2B.1** | Identify issues of agency and conflict of interest |  | Not Started |
| **2C** | Stakeholder Engagement |
| **2C.1** | Create and onboard a stakeholder engagement steering group | Forum for stakeholders to discuss and agree the approach in creating the LAEP at specific stages throughout the process. Include TORs | Not Started |
| **2C.2** | Produce a stakeholder engagement and consultation plan | Broader - may target householders, businesses, and other people / groups in the local area (not considered a secondary stakeholder) who will have a view that shapes the deliverability of the LAEP. | Not Started |
| **2C.3** | Have preliminary conversations with stakeholders about data availability | LENZA, SSEN Data portal, NG Data, CEG data, SWNZH, WWU Pathfinder tool…  DNO/GDN – Monthly meetings.  CEGs – bimonthly meetings (2 months).  Private sectors… | In Progress |
| **2.1** | Identify Quick Wins | For example, CEG projects, schools, council land… | In Progress |
| **3A** | Collect Data & Information | Collect, validate, and evaluate national and local datasets.  Understand the local energy system.  Assess the value of local datasets. | In Progress |
| **3A.1** | Use existing local modelling and analysis, assess suitability for inclusion | National data should be largely derivable from LENZA.  DFES  CAPEX (gas to hydrogen) | In Progress |
| **3B** | Analyse Current Data | Develop an overall representation of the local area, highlighting key features. | In Progress |
| **3B.1** | LENZA tool including DFES model | Have added in own data to LENZA as well as ArcGIS Pro. | In Progress |
| **3B.2** | LUC Renewables Study (where/what is already possible) | [​pdf icon Wiltshire Renewable Energy - LUC & CSE (Feb 2024).pdf](https://wiltshirecouncil.sharepoint.com/:b:/r/sites/climate/Carbon%20Reduction/Planning/Local%20Area%20Energy%20Plans%20(LAEP)/Wiltshire%20Renewable%20Energy%20-%20LUC%20%26%20CSE%20(Feb%202024).pdf?csf=1&web=1&e=9boSqy) | Looking into |
| **3B.3** | WWU Pathfinder Tool | [​Folder icon WWU Pathfinder Tool](https://wiltshirecouncil.sharepoint.com/:f:/r/sites/climate/Carbon%20Reduction/Planning/Local%20Area%20Energy%20Plans%20(LAEP)/WWU%20Pathfinder%20Tool?csf=1&web=1&e=1pxFC1) | Looking into |
| **3C** | Review with stakeholder steering group. | Present view of the current energy system to local stakeholders. | Not Started |
| **3C.1** | Agree current representation | Agree current representation complete and appropriate to be taken forward into future modelling. Final ‘sign-off’. | Not Started |

The Wiltshire Council LAEP Internal Working Group (IWG) has been set up and meeting monthly since January 2024 (departments include but not limited to Climate Team, Economic Development and Regeneration, Strategic Asset & FM (Energy), Waste Management, Spatial Planning, Estates, Communications, Highways, Sustainable Transport…).

**IWG Vision statement**: Initiate an energy system baselining exercise and identify the most cost-effective integrated energy systems plan for a local area to contribute to national and local Net Zero targets (including but not limited to, decarbonising our local area, and scaling investment faster); and potentially pave the way for a formal Wiltshire Local Area Energy Plan (LAEP) or alternative.

**Wiltshire Council Core LAEP Internal Working Groups (**further details available to appointed consultant)

|  |  |
| --- | --- |
| **Name/Group** | **Role/Interest** |
| Project Team  *(Inc. SWNZH, RESP, Consultant)* | Have oversight and drive the project forward.  Understand what the situation is, concepts, timelines, updates, errors in information.  Technical persons, understand sustainability goals, council knowledge/history/connections.  Provision/knowledge of relevant data, modelling, and information.  Help to validate/verify any national or LENZA-embedded datasets/modelling  Provide guidance to consultant on stakeholders and comms/ engagement routes.  Input on the design of engagement materials by the consultant.  Review drafts of the local energy system representation |
| Key Support Group  *(Inc. DNOs & GDNs*) & Wider Support Group  Inc. HoS, Cllrs. | Must have buy in and support the Project Team; update relevant Directors (Leadership Input) on project progress.  Cllrs willing to engage directors (Leadership Input) to keep the Net Zero agenda going. Top-down approach.  Need to know how the project relates to their service, clarity on what the project is trying to achieve.  Provision/knowledge of relevant data and information (e.g., relevant stakeholders).  Steer and sign-off of the stakeholder engagement plan; the local energy system representation; and Stage 4-5 high-level methodology statement. |
| Leadership Input | To provide information when needed to the Support Group and Project Team. Influence and champion Net Zero agenda alongside project.  Provide scrutiny and funding assistance.  Place SLT – buy in from place managers, people leadership team.  Advise when update/sign-off is needed from ELT & CLT.  To be kept updated on project via Support Group and Project Team. Extended Leadership Team (ELT) & Corporate Leadership Team (CLT) – for higher level leadership, executive decision making, financial decision making, and cabinet liaison.  Steer and sign-off of the stakeholder engagement plan; the local energy system representation; and Stage 4-5 high-level methodology statement. |

**Programme Governance Structure Diagram**

A screenshot of a computer

Description automatically generated

**FTE committed to the project:**

|  |  |  |
| --- | --- | --- |
| **Roles/Skills** | **FTE** | **Duration** |
| Project Lead | Existing staff time within normal working day | Existing HoS / Director, initially for 1 year (Phase 1 stages 1-3). |
| Project Manager | 0.5FTE | 2.5 days - Existing staff time, initially for 1 year (Phase 1 stages 1-3). |
| Project Officers  See also [Project Officer’s – Time and Resources.docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/Project%20Officer%E2%80%99s%20%E2%80%93%20Time%20and%20Resources.docx?d=w019e2e0a248647479455a747659295c1&csf=1&web=1&e=ccstxs) & | Existing staff time within normal working day  [Wiltshire Council LAEP Stage 1c – Resources, Roles and Responsibilities - DRAFT.docx](https://wiltshirecouncil.sharepoint.com/:w:/r/sites/Climatecollaboration2-LAEPInternalWorkingGroup/Shared%20Documents/LAEP%20Internal%20Working%20Group/Wiltshire%20Council%20LAEP%20Stage%201c%20%E2%80%93%20Resources,%20Roles%20and%20Responsibilities%20-%20DRAFT.docx?d=wae60e921c75545e39301ee03cc0bf29d&csf=1&web=1&e=TzxqLQ) | Initially for 1 year (Phase 1 stages 1-3). See section 2 – once a month meetings and fortnightly meetings for specific topic/department. No additional costs |
| BI Officer (Data and Insight Team) | Existing staff time within normal working day | For awareness, support/ spatial information (access to layers/data, storing, organising, modelling). Invited to LENZA meetings. |
| Communications | Existing staff time within normal working day | Phase 1 – Stage 2 - Stakeholder engagement. Awareness and support (if required). |
| Legal | Existing staff time within normal working day | DSAs re LENZA tool.  SWNZH consultant SA. |
| ICT | Existing staff time within normal working day | For support and awareness of project. Invited to LENZA meetings. |
| Information Governance | Existing staff time within normal working day | DSAs re LENZA tool.  Tools for sharing information.  SWNZH consultant SA. |
| Highways | Existing staff time within normal working day | LEVI grant – new team leader |

**Consultant Support:**

Our organisation requires the consultant's expertise in providing robust data analysis and insights to inform our decarbonisation planning. Additionally, we need comprehensive stakeholder support, including effective facilitation and engagement strategies, to ensure collaboration and consensus among local authorities and key partners. The consultant should also offer guidance on integrating these efforts into a cohesive, sustainable framework for future energy planning.

**Preparation**

* Support in re-mobilising relevant Core Project Team and Governance (e.g. initial welcome presentation on rationale or planned approach/role).
* Gap Analysis/ identify anything we have not included in stage 1.
* Refine scope/drivers.

**Stakeholder Engagement**

* We have already started stakeholder mapping (whiteboard, RACI Matrix, register) but a gap analysis may be useful here also. For example, specific steps for stakeholder engagement i.e., we know how to contact the stakeholders but what are we offering them? to be involved with? pipeline projects? energy needs, connections? then what do we do with that information? Plug into LENZA… external organisations and not internal (can do that ourselves).
* Clarification on division of labour between commissioned consultant, our own Climate Officer (PM), and the council’s Communication & Engagement team.
* Gather input to inform how Stage 4 should proceed to help inform the definition of scenarios or options modelling (using existing DFES scenarios to prompt).
  + **Stakeholder Identification and Mapping:**
* Guidance on how to carry out the stages. Our / defining approach.
* Identifying additional/missing key stakeholders, including local businesses, community groups, energy providers, and residents.
* Mapping stakeholder interests, influence, and potential contributions.
  + **Facilitation of Stakeholder Engagement:**
    - Organising and facilitating workshops, focus groups, and public consultations. Surveys, interviews.
    - Ensuring inclusive participation and effective communication.
    - Community engagement.
  + **Communication and Coordination:**
    - local authority acting as a liaison between the consultant and stakeholders.
    - Ensuring clear and consistent communication of project goals, progress, and feedback.
    - Organisational engagement (within council and linked to council e.g., NHS).
  + **Stakeholder Feedback Integration:**
    - Collecting and analysing stakeholder feedback.
    - Integrating stakeholder insights and concerns into the planning process.
  + **Education and Awareness Campaigns:**
    - Developing materials and campaigns to educate stakeholders about the benefits and impacts of local energy plans.
    - Raising awareness about the importance of community involvement in energy planning.
  + **Development of Sustainable Frameworks:** 
    - Provide guidance on creating sustainable, replicable frameworks for future energy planning and stakeholder engagement.

**Data / understanding & representing the local energy system**

* Consultant to do a gap analysis – what we have already done vs what we still need to do.
  + **Data Collection and Management:**
    - Gathering relevant data on local energy consumption, building stock, and transportation patterns.
    - Assessment of data availability and suitability through LENZA.
    - Managing large datasets to ensure accuracy and consistency.
  + **Data Analysis:**
    - Analysing current energy demand and supply.
    - Identifying energy efficiency opportunities and potential renewable energy sources.
    - Modelling future energy scenarios and impacts of different strategies.
  + **Geospatial Analysis:**
    - Mapping current energy infrastructure and potential sites for new installations.
    - Identifying areas with high potential for renewable energy projects.
  + **Integration of Various Data Sources:**
    - Combining data from multiple sources to create a comprehensive view of the local energy landscape.
    - Ensuring compatibility and integration with existing data systems.

1. **Dorset**
2. The council declared a climate emergency in 2019 and adopted its first [climate strategy](https://www.dorsetcouncil.gov.uk/documents/35024/3340525/NECE+Strategy+2023+refresh.pdf/98c0497f-ea8f-b5ee-d358-99d7588a9e61) in 2021, which was refreshed in 2023, and which underpins the council’s net zero operational and facilitation programmes. The strategy commits (Mission 1.4) to working to influence strategic energy planning, including through production of a LAEP. Additionally, in early 2024 a council scrutiny committee undertook a cross-party review of grid capacity, and its subsequent recommendations ([Cover report](https://moderngov.dorsetcouncil.gov.uk/documents/s39837/Appendix%201%20-%20Grid%20review%20-%20Cover%20report%20to%20PRS.pdf) | [Final report](https://moderngov.dorsetcouncil.gov.uk/documents/s39836/Appendix%20to%20PRS%20report%20-%20Grid%20review%20final%20report%201.pdf)) included developing a LAEP – with those formally endorsed by Scrutiny and Cabinet. Organisational buy-in has therefore been secured, with a clear mandate to proceed.  Formal governance and stakeholder groups have been scoped but not formally agreed or established. The council has also secured access to SSEN’s LENZA tool, providing access and ready collation of some valuable national datasets.  Sustainability Team officers would support the consultant in establishing the key stakeholder groups, creation of the LAEP scope of works, supporting the consultant with the design of the engagement plan (less so its delivery), helping the consultant to gather internally-held data, and developing means to progress later LAEP stages.   The only real constraints on timing pertain to its ability to align with other major spatial strategic exercises:  (a) ideally the work would proceed at sufficient pace to ensure a LAEP could help inform the development of our Dorset’s first single county-wide Local Plan, for which a draft is due in March 2026, with Visioning and Strategy engagement work to commence in May 2025; (b) a new Local Transport Plan (LTP4) is being developed for the Dorset and BCP areas, with adoption due in mid-2025.

|  |  |  |
| --- | --- | --- |
| **STAGE** | **STATUS** | **DESCRIPTION** |
| **Stage 1 (Preparation)** | | |
| Determine area and appoint lead organisation | Complete | Dorset Council area  Lead: Dorset Council |
| Mobilise lead organisation | Partially complete | Senior level political and officer approval to proceed was secured through the grid review work. Participation by relevant officers will need to be resumed as activity has been in hiatus since its completion. |
| Determine resources, roles and responsibilities | Partially complete | This has been scoped, including potential governance, but is not formally confirmed internally. |
| Assess policy drivers | Partially complete | Surveying of some aspects of the policy context are contained in the grid report. This will need refreshing and expanding in scope once the new national government is established. |
| Determine scope | Not started | Scope of Works not drafted or agreed. However, the scope will need to cover the Dorset Council administrative area (i.e. excluding BCP Council, which has a separate LAEP exercise underway). |
| **Stage 2 (Stakeholder engagement)** | | |
| Determine engagement lead | Complete | This will be commissioned consultant, supported by sustainability team officers – with steer from the key stakeholders. |
| Stakeholder mapping | Partially complete | Initial scoping of stakeholders has been undertaken. |
| Commence stakeholder engagement | Not started | None |
| **Stage 3 (Understanding and representing the local energy system)** | | |
| Scoping of potential relevant data sources | Complete | Initial scoping of potential data sources is completed. |
| Collect data | Not started | No engagement has yet been undertaken internally externally to identify or assess the value of further local datasets, geospatial data, or modelling/analysis. |
| Analyse data | Not started | None, pending step above |
| Review with stakeholders | Not started | None, pending step above |

1. **Devon**

The area has prepared a collaborative Devon Carbon Plan involving all the unitary, district and county councils alongside other public, private and voluntary sector organisations. Thisidentifies the need to plan for Devon’s transition to a low carbon energy system. As such, whilst the preparation of the Devon LAE Plan will be led by the upper-tier authorities, we want to continue the collaborative environment that has been established by the Devon Carbon Plan.

The Devon Energy Planning Group was formed in June 2023. The Energy Planning Group has:

* Brought together officers from 22 strategic organisations to oversee the Plan’s preparation (including NGED and Wales & West Utilities).
* Appointed Devon County Council as the Chair.
* Prepared its [Terms of Reference](https://devonclimateemergency.org.uk/governance/energyplanninggroup/)
* Agreed to follow the Energy Systems Catapult methodology for Local Area Energy Planning
* Held focussed sessions on understanding and documenting the data that will be needed to model the existing energy system. The themes were Buildings, Transport, Storage & Flexibility, and Renewable Energy Supply.
* Reviewed how National Grid’s Future Energy Scenarios and Distribution Future Energy Scenarios model the future.
* Looked at energy system modelling tools available for the later stages of the plan development, as the tool selection could influence how the current energy system’s data is collated and presented.
* Been successful in receiving funding to explore a hydrogen pathway for northern Devon and a decarbonization pathway for a small industrial estate. These projects are underway and are expected to be useful for informing future energy pathways for the area.

A smaller core team is needed to drive the LAE Plan, and the consultant’s advice on the composition of this team would be helpful.

An analysis of how Devon’s progress maps onto the ESC methodology to identify where the consultant’s support would be best targeted would be a helpful first step.

**Plymouth**

Plymouth City Council is a unitary authority in Devon. It declared a climate emergency in 2019, with an area commitment to achieving net zero by 2030. The Council has endorsed the Devon Carbon plan, is committed to collaborating with its Devon wide partners and is a member of the Devon Energy Planning group.

Plymouth’s latest [Net Zero Action Plan](https://www.plymouth.gov.uk/net-zero-action-plan) details its strategic commitments, goals and actions in relation to areas of control (direct emissions) and influence (city's emissions). A key net zero commitment related to the energy transition includes the city's advanced heat network zoning pilot. With funding from the Government, Plymouth City Council is in the process of establishing the delivery vehicle for a central district heat network offtaking heat from the Devonport Energy from Waste plant and South West Water.  This heat network will reduce the city's carbon emissions by approximately 3%.

Plymouth established the Plymouth Net Zero Partnership (PNZP) in May 2020. It counts the city's anchor institutions among its membership as well as wider representation and exists to provide effective and visible strategic leadership in driving Plymouth's transition to net zero. A member of Devon Climate Emergency sits on the Executive Board. PNZP are supportive of the Devon LAEP. The PNZP has established a delivery plan and committed to the delivery of a net zero roadmap, which is under development. This roadmap will need to work as an extension of the Devon LAEP.

For wider engagement and collaboration, Plymouth City Council has established [Climate Connections](https://climateconnectionsplymouth.co.uk/) on behalf of the city, where organisations of all types in the city are invited to share their net zero commitments and plans. This is a key platform for city wide collaboration and engagement and there is a wider supporting engagement plan.

It is important to note that as a city in a largely rural county, Plymouth has differing challenges and opportunities from the wider county. Plymouth hosts Western Europe's largest naval base in Western Europe and the marine and defence sector accounts for 20% of gva and 14.6% of Plymouth's jobs are in the manufacturing industry. Meanwhile Plymouth is within the 20% most deprived local authority districts in England.

Some baselining work has already been done. This includes:

* Annual GHG monitoring and the establishment of metrics for the transition from EV chargepoints, to connections to heat networks and retrofitting etc. This report is available [here.](https://climateconnectionsplymouth.co.uk/wp-content/uploads/2023/07/Plymouth-Greenhouse-Gas-Monitoring-Report-2022-Accessible.pdf) This baselining exercise will be repeated at the end of 2024.
* Plymouth Waterfront Energy Plan – a scoping and feasibility study for the decarbonisation of the waterfront area in Plymouth, produced by Regen. This report is available [here.](https://climateconnectionsplymouth.co.uk/wp-content/uploads/2022/10/FOR-PUBLICATION-Plymouth-waterfront-energy-plan-FINAL.pdf)

**Torbay**

Torbay Council declared a climate emergency in 2019, with an area commitment to achieving net zero by 2050. The Council is supporting the development of the Torbay Climate Partnership’s Greener Way for Our Bay Framework and Action Plan. Latest updates are here. As part of this action plan and to ensure the transition to a net zero Torbay, there is commitment to work with Devon County Council and key partners to develop a Local Area Energy Plan.

The Torbay area, does not have an natural abundance of untapped renewable energy sources like wind nor existing heat networks. However, 39 % of Torbay GHG emissions come from our buildings, 19% from power and 28% from the local transport sector. Understanding how the local energy system will need to begin the net zero transition spatially across all of these sectors is essential, particularly the decarbonisation of heat in homes, businesses and the roll out electric and other zero emission vehicles.

To date we have been working with Devon Energy Planning Group to help the Council understand what LEAPs can offer and to collate data that may be useful for a LEAP.

**APPENDIX 2**

**NON-COLLUSION CERTIFICATE**

I, the undersigned, in submitting the accompanying Quote to

(Name of Client)………………………………………………

………………………………………………………………………………………………

in relation to (details of Quote and reference)……………………………............

……………………………………………………………………………………………….

certify on behalf of (name of supplier)………………………………………………

that, with the exception of any information attached hereto (see \* below):

1) this Quote is made in good faith, and is intended to be genuinely competitive;

2) the amount of this Quote has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;

3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this Quote;

4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a Quote or who is qualified to submit a Quote in response to this request for Quote, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal or informal, written or oral.

\* Information is/is not attached hereto (delete as appropriate)

SIGNED:....................................................

FOR AND ON BEHALF OF:........................................

DATE:.........................................

**APPENDIX 3 – Terms and Conditions.**

Dated:

1. **West of England Combined Authority**

**-and-**

## [Contractor Name]

**AGREEMENT**

relating to the supply of

[Project Name]

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## APPENDICES

Appendix A - Variation Form

1. **GENERAL PROVISIONS**

# A1 Definitions and Interpretation

A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

**“Agreement”** means this Contract.

“**Approval**” means the written consent of the Authority. “**Authority**” means West of England Combined Authority. “**Commencement Date**” means the date of the Contract.

“**Commercially Sensitive Information**” means the information listed in the Commercially Sensitive Information Schedule comprised of information:

* 1. which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule; and/or
  2. that constitutes a trade secret.

“**Confidential Information**” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA 2018. Confidential Information shall not include information which:

1. was public knowledge at the time of disclosure (otherwise than by breach of clause E3 (Confidential Information));
2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3. is received from a third party (who lawfully acquired it) without

restriction as to its disclosure; or

1. is independently developed without access to the Confidential Information.

“**Contract**” means this written agreement between the Authority and the Contractor consisting of these clauses and any attached Schedules.

“**Contracting Authority**” means any contracting authority as defined in Part 1 of the Public Contracts Regulations 2015.

“**Contractor**” means the person, firm or company with whom the Authority enters into the Contract.

“**Contract Period**” means the period from the Commencement Date to:

1. the date of expiry set out in clause A2 (Initial Contract Period), or
2. following an extension pursuant to clause F8 (Extension of Initial Contract Period), the date of expiry of the extended period,

or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Contract.

“**Contract Price**” means the price (exclusive of any applicable VAT), payable to the Contractor by the Authority under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause C4 (Price Adjustment on Extension of Initial Contract Period).

**“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**“DPA 2018”** means Data Protection Act 2018

**“Data Protection Impact Assessment”** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“**Data Protection Legislation”** means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent ] to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

**“Data Subject Access Request”** means 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.

“**Default**” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

“**Environmental Information Regulations**” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“**Equipment**” means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

“**Fees Regulations**” means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate

legislation made under this Act from time to time 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**” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

1. any industrial action occurring within the Contractor’s or any sub- contractor’s organisation; or
2. the failure by any sub-contractor to perform its obligations under any sub-contract.

“**Fraud**” means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679)

“**Good Industry Practice**” means standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

“**Information**” has the meaning given under section 84 of the FOIA.

“**Initial Contract Period**” means the period from the Commencement Date to the date of expiry set out in clause A2 (Initial Contract Period), or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

“**Intellectual Property Rights**” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**Key Personnel**” means those persons named in the Specification as being key personnel.

“**Law**” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

“**LED”** means Law Enforcement Directive (Directive (EU) 2016/680)

“**Monitoring Schedule**” means the Schedule containing details of the monitoring arrangements.

“**Month**” means calendar month.

“**Party**” means a party to this Agreement;

“**Premises**” means the location where the Services are to be supplied, as set out in the Specification.

“**Pricing Schedule**” means the Schedule containing details of the Contract Price.

“**Property**” means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

**“Protective Measures”** means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**“Provider Personnel”** means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;

“**Quality Standards**” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

“**Receipt**” means the physical or electronic arrival of the invoice at the address of the Authority detailed at clause A5.3 or at any other address given by the Authority to the Contractor for the submission of invoices.

“**Regulatory Bodies**” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly.

“**Replacement Contractor**” means any third party service provider appointed by the Authority to supply any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry, termination or

partial termination of the Contract.

“**Request for Information**” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

"**Relevant Convictions**" means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority

“**Schedule**” means a schedule attached to, and forming part of, the Contract.

“**Services**” means the services to be supplied as specified in the Specification.

“**Specification**” means the description of the Services to be supplied under the Contract as set out in the Specification Schedule including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“**Specification Schedule**” means the Schedule containing details of the Specification.

“**Staff**” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.

“**Staff Vetting Procedure**” means the Authority’s procedures for the vetting of personnel and as advised to the Contractor by the Authority.

**“Sub-processor”** means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

“**Tender**” means the document(s) submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal

offers to supply it with the Services.

“**Variation**” has the meaning given to it in clause F3.1 (Variation).

“**VAT**” means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

“**Working Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the GDPR.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
2. words importing the masculine include the feminine and the neuter;
3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
4. reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
5. reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
6. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
7. headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

### A2 Initial Contract Period

The Contract shall take effect on the Commencement Date and shall expire automatically on [……… 20--], unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8 (Extension of Initial Contract Period).

### A3 Contractor’s Status

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

### A4 Authority’s Obligations

Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Authority to the Contractor.

### A5 Notices

A5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded

delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given [2] Working Days after the day on which the letter was posted, or [4] hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

A5.3 For the purposes of clause A5.2, the address of each Party shall be:

1. For the Authority: [Address: ] [ ]

For the attention of:

Tel: [ ]

Email: [ ]

1. For the Contractor: [Name ] [Address: ] [ ]

For the attention of:

Tel: [ ]

Email: [ ]

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

### A6 Mistakes in Information

The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the supply of the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions

therein.

### A7 Conflicts of Interest

A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

A7.2 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## SUPPLY OF SERVICES

### B1 The Services

B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Authority’s requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.

B1.2 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by the Authority, the

Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

B1.3 Subject to the Authority providing written consent in accordance with clause B2.2 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

### B2 Provision and Removal of Equipment

B2.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.

B2.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.

B2.3 All Equipment brought onto the Premises shall be at the Contractor’s own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority’s Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.

B2.4 The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

B2.5 The Contractor shall, at the Authority’s written request, at its own expense and as soon as reasonably practicable:

* 1. remove from the Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract; and
  2. replace such item with a suitable substitute item of Equipment.

B2.6 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

### B3 Manner of Carrying Out the Services

B3.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B3.2 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

### B4 Key Personnel

B4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority. [The Key Personnel shall be responsible for . . . ].

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

### B5 Contractor’s Staff

B5.1 The Authority may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:

1. any member of the Staff; or
2. any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable.

B5.2 At the Authority’s written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B5.3 The Contractor’s Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

B5.4 The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the

Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

B5.5 The Authority may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure & Barring Service (DBS) check as per the Staff Vetting Procedures. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the DBS check or otherwise) is employed or engaged in the provision of any part of the Services.

B5.6 If the Contractor fails to comply with clause B5.2 within [2] Months of the date of the request and in the reasonable opinion of the Authority, such failure may be prejudicial to the interests of the Crown, then the Authority may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B5.7 The decision of the Authority as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with clause B5.2 shall be final and conclusive.

### B6 Inspection of Premises

Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

### B7 Licence to occupy Premises

B7.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations

under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

B7.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.

B7.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Authority at the Contractor’s expense. The Authority shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Authority.

B7.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Authority, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

B7.5 The Parties agree that there is no intention on the part of the Authority to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

### B8 Property

B8.1 Where the Authority issues Property free of charge to the Contractor such Property shall be and remain the property of the Authority and the Contractor irrevocably licences the Authority and its agents to enter upon

any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub- contractors and other appropriate persons and shall, at the Authority’s request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.

B8.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.

B8.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority’s reasonable security requirements as required from time to time.

B8.5 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Authority’s Default. The Contractor shall inform the Authority within [2] Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

### B9 Offers of Employment

For the duration of the Contract and for a period of 12 months thereafter neither the Authority nor the Contractor shall employ or offer employment to any of the other Party’s staff who have been associated with the

procurement and/or the contract management of the Services without that other Party’s prior written consent.

## C PAYMENT AND CONTRACT PRICE

### C1 Contract Price

C1.1 In consideration of the Contractor’s performance of its obligations under the Contract, the Authority shall pay the Contract Price in accordance with clause C2 (Payment and VAT).

C1.2 The Authority shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

### C2 Payment and VAT

C2.1 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted monthly in arrears.

C2.2 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.

C2.3 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub- contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

C2.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.

C2.5 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor’s failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.5 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C2.6 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### C3 Recovery of Sums Due

C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Authority.

C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise

specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

### C4 Price adjustment on extension of the Initial Contract Period

C4.1 The Contract Price shall apply for the Initial Contract Period. In the event that the Authority agrees to extend the Initial Contract Period pursuant to clause F8 (Extension of Initial Contract Period) the Authority shall, in the 6 month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Contract Price.

C4.2 If the Parties are unable to agree a variation in the Contract Price in accordance with clause C4.1, the Contract shall terminate at the end of the Initial Contract Period.

C4.3 If a variation in the Contract Price is agreed between the Authority and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

C4.4 Any increase in the Contract Price pursuant to clause C4.1 shall not exceed the percentage change in the Office of National Statistics’ Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date 6 Months before the end of the Initial Contract Period.

## STATUTORY OBLIGATIONS AND REGULATIONS

### D1 Prevention of Corruption

D1.1 The Contractor shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as 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 contract with the Authority or any

other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

D1.2 The Contractor warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body in connection with the Contract.

D1.3 If the Contractor, its Staff or anyone acting on the Contractor’s behalf, engages in conduct prohibited by clauses D1.1 or D1.2, the Authority may:

* 1. terminate the Contract and recover from the Contractor 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 Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or
  2. recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of those clauses.

### D2 Prevention of Fraud

D2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.

D2.2 The Contractor shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

D2.3 If the Contractor or its Staff commits Fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:

1. terminate the Contract and recover from the Contractor 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 Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or

1. recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of this clause.

### D3 Discrimination

D3.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

D3.2 The Contractor shall take all reasonable steps to secure the observance of clause D3.1 by all Staff and the staff of its sub-contractors if appointed.

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### D4 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

### D5 Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Authority’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the

environment.

### D6 Health and Safety

D6.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.

D6.2 While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Staff and other persons working there.

D6.3 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

D6.4 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

D6.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

### D7 Modern Slavery Act 2015

D7.1 The Contractor shall prepare a slavery and human trafficking statement for each financial year in accordance with Section 54[1](#_bookmark0) of the Modern Slavery

1 Section 54 requires commercial organisations with a turnover of more than £36m to prepare an annual Modern Slavery statement. See the Modern Slavery Act 2015 for full details

Act 2015 showing:

1. a statement of the steps the Contractor has taken during the financial year to ensure that slavery and human trafficking is not taking place
   1. in any of its supply chains, and
   2. in any part of its own business, or
2. a statement that the Contractor has taken no such steps.

D7.2 The Contractor:

1. shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
2. shall not require any of its employees or Subcontractor’s employees to lodge deposits or identity papers or deny its employees’ freedom to leave their employment after reasonable notice;
3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
4. warrants that to the best of its knowledge it is not currently under investigation, inquiry, or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
5. shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
6. shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractor’s anti- slavery and human trafficking provisions;
7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
8. shall prepare and deliver to the Customer (if requested) within 2 months from the date of a request, a report, pertaining to the Contract, demonstrating its approach to modern slavery and human trafficking, including, workforce conditions, working/employment practices, its recruitment practices, evidence of risk management and monitoring

processes and details of its ongoing supply chain monitoring and updates on any action plans it puts in place with its supply chain;

I) shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

1. shall not use, or allow its Subcontractors to use, child or slave labour;
2. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Customer and Modern Slavery Helpline.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://[www.modernslaveryhelpline.org/report](http://www.modernslaveryhelpline.org/report) or by telephone on 08000 121 700.

D7.3 The Contractor shall ensure that its subcontractors are contractually bound by the same terms as themselves in relation to modern slavery and human rights issues and terms are cascaded throughout the supply chain.

D7.4 The Customer shall approve all sub-contractors, and any changes to subcontractors, who are to carry out services as part of the Contract.

D7.5 The Contractor may terminate a sub-contract if the sub-contractor is in breach of any of the terms of the sub-contract relating to modern slavery and human rights issues.

D7.6 The Customer reserves the right to carry out unannounced inspections of the Contractor’s premises themselves or a through a third-party auditor, at the Contractor’s expense, and maintain the right to speak directly to Contractor’s employees.

D7.7 The Customer reserves the right to require the Contractor to submit, agree and deliver an action plan to remedy any modern slavery issues identified by the Customer or a third party. The action plan and the timeline for delivery of the action plan will be agreed between the Customer and the Contractor and, if necessary, the Contract will be varied in accordance with

the action plan. Failure to comply with D7.7 may result in the termination of the Contract with immediate effect.

## E PROTECTION OF INFORMATION

***Clause E1 AND Data Processing Schedule to be deleted where the contractor is not processing personal data.***

### E1 Data Protection Act

E1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Data Processing Schedule by the Customer and may not be determined by the Contractor.

E1.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

E1.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

E1.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1. process that Personal Data only in accordance with the Data Processing Schedule, unless the Contractor is required to do otherwise by

Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

1. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
   1. nature of the data to be protected;
   2. harm that might result from a Data Loss Event;
   3. state of technological development; and
   4. cost of implementing any measures;
2. ensure that :
   1. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the Data Processing Schedule);
   2. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
      1. are aware of and comply with the Contractor’s duties under this clause;
      2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
      3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
      4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
3. not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
   1. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or

LED Article 37) as determined by the Customer;

* 1. the Data Subject has enforceable rights and effective legal remedies;
  2. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  3. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

1. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

E1.5 Subject to clause E1.6, the Contractor shall notify the Customer immediately if it:

1. receives a Data Subject Access Request (or purported Data Subject Access Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

1. becomes aware of a Data Loss Event.

E1.6 The Contractor’s obligation to notify under clause E1.5 shall include the provision of further information to the Customer in phases, as details become available.

E1.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause E1.5 (and insofar as

possible within the timescales reasonably required by the Customer) including by promptly providing:

1. the Customer with full details and copies of the complaint, communication or request;
2. such assistance as is reasonably requested by the Customer to enable the

Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

1. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
2. assistance as requested by the Customer following any Data Loss Event;
3. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.

E1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

1. the Customer determines that the processing is not occasional;
2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E1.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.

E1.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

E1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

1. notify the Customer in writing of the intended Sub-processor and processing;
2. obtain the written consent of the Customer;
3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E1 such that they apply to the Sub- processor; and
4. provide the Customer with such information regarding the Sub- processor as the Customer may reasonably require.

E1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub- processor.

E1.13 The Customer may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

E1.14 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

### E2 Confidential Information

E2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

1. treat the other party's Confidential Information as confidential and safeguard it accordingly; and
2. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

E2.2 Clause E2.1 shall not apply to the extent that:

1. such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause E4 (Freedom of Information);
2. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
3. such information was obtained from a third party without obligation of confidentiality;
4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
5. it is independently developed without access to the other party's Confidential Information.

E2.3 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E2.4 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Agreement.

E2.5 At the written request of the Authority, the Contractor shall procure that those members of the Staff identified in the Authority's notice signs a confidentiality undertake ng prior to commencing any work in accordance with this Agreement.

E2.6 Nothing in this Agreement shall prevent the Authority from disclosing the Contractor's Confidential Information:

1. to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on

the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

1. to any consultant, contractor or other person engaged by the Authority or any person conducting an Office of Government Commerce gateway review;
2. for the purpose of the examination and certification of the Authority's accounts; or
3. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

E2.7 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E2.6 is made aware of the Authority's obligations of confidentiality.

E2.8 Nothing in this clause E2 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

### E3 Freedom of Information

E3.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

E3.2 The Contractor shall and shall procure that any sub-contractors shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within [two] Working Days of receiving a Request for Information;

1. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within [five] Working Days (or such other period as the Authority may specify) of the Authority's request; and
2. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

E3.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

E3.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

E3.5 The Contractor acknowledges that (notwithstanding the provisions of Clause E4) the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**“the Code”**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:

1. without consulting the Contractor; or
2. following consultation with the Contractor and having taken their views into account;

provided always that where E3.5(a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

E3.6 The Contractor shall ensure that all Information is retained for disclosure

and shall permit the Authority to inspect such records as requested from time to time.

E3.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Authority may be obliged to disclose it in accordance with this clause E3.

### E4 Publicity, Media and Official Enquiries

E4.1 Without prejudice to the Authority’s obligations under the FOIA, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

E4.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause E4.1.

### E5 Security

E5.1 The Authority shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Premises, and shall ensure that all Staff comply with such requirements.

E5.2 The Authority shall provide the Contractor upon request copies of its written security procedures and shall afford the Contractor upon request with an opportunity to inspect its physical security arrangements.

### E6 Intellectual Property Rights

E6.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

1. furnished to or made available to the Contractor by or on behalf of the Authority shall remain the property of the Authority; and
2. prepared by or for the Contractor on behalf of the Authority for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Authority;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

E6.2 The Contractor hereby assigns to the Authority, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause E6.1(b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

E6.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.

E6.4 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Authority.

E6.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the

Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:

1. items or materials based upon designs supplied by the Authority; or
2. the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E6.6 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

E6.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

1. shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
2. shall take due and proper account of the interests of the Authority; and
3. shall not settle or compromise any claim without the Authority’s prior written consent (not to be unreasonably withheld or delayed).

E6.8 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor’s obligations under the Contract and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Authority in

relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause E6.5(a) or (b).

E6.9 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in connection with the performance of its obligations under the Contract.

E6.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

1. modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or
2. procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

and in the event that the Contractor is unable to comply with clauses E6.7(a) or (b) within [20] Working Days of receipt of the Contractor’s notification the Authority may terminate the Contract with immediate effect by notice in writing.

E6.11 The Contractor grants to the Authority a royalty-free, irrevocable and non- exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority reasonably requires in order exercise its rights and take the benefit of this Contract including the

Services provided.

### E7 Audit

The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority’s representatives such access to those records as may be requested by the Authority in connection with the Contract.

## CONTROL OF THE CONTRACT

### F1 Transfer and Sub-Contracting

F1.1 Except where F1.4 and 5 applies, the Contractor shall not assign, sub- contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

F1.2 The Contractor shall be responsible for the acts and omissions of its sub- contractors as though they are its own.

F1.3 Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Authority, be sent by the Contractor to the Authority as soon as reasonably practicable.

F1.4 Notwithstanding clause F1.1, the Contractor may assign to a third party (“**the Assignee**”) the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract (including any interest which the Authority incurs under clause C2.6). Any assignment under this clause F1.4 shall be subject to:

* 1. reduction of any sums in respect of which the Authority exercises it right of recovery under clause C3 (Recovery of Sums Due);
  2. all related rights of the Authority under the contact in relation to the recovery of sums due but unpaid; and
  3. the Authority receiving notification under both clauses F1.5 and F1.6.

F1.5 In the event that the Contractor assigns the right to receive the Contract price under clause F1.4, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F1.6 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment.

F1.7 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.

F1.8 Subject to clause F1.10, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

1. any Contracting Authority; or
2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
3. any private sector body which substantially performs the functions of the Authority,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under the Contract.

F1.9 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F1.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.

F1.10 If the rights and obligations under the Contract are assigned, novated or

otherwise disposed of pursuant to clause F1.8 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **“Transferee”**):

1. the rights of termination of the Authority in clauses H1 (Termination on insolvency and change of control) and H2 (Termination on Default) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
2. the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F1.11 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor’s obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F1.12 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

### F2 Waiver

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by

the Contract.

F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A6 (Notices).

F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

### F3 Variation

F3.1 Subject to the provisions of this clause F3, the Authority may request a variation to the Specification provided that such variation does not amount to a material change to the Specification. Such a change is hereinafter called a “Variation”.

F3.2 The Authority may request a Variation by notifying the Contractor in writing of the “Variation” and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Authority shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

F3.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Authority may;

1. allow the Contractor to fulfil its obligations under the Contract without the variation to the Specification;
2. terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case

the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at Clause I2.

F3.4 The Authority reserves the right to renegotiate the terms of the Contract in the event of changes in Service(s) demand or policy. Similarly the Authority recognises the right of the Provider to request a renegotiation of the Contract terms.

F3.5 Any variation to the terms of the Contract must be recorded in writing and executed by the Authority’s Representative and the Provider’s Representative or such other authorised Representatives of the parties. Such record of the variation in question must address all consequential amendments required to be made to the Contract as a result of such variation, including adjustment to the Contract Price.

F3.6 Variations will take effect as from the date specified in the signed record of variation and shall not have retrospective effect unless expressly provided for in such record.

### F4 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

### F5 Remedies in the event of inadequate performance

F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor’s obligations under the Contract, then the Authority shall notify the Contractor, and where considered appropriate by the Authority, investigate the complaint.

The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 (Termination on Default) of the Contract.

F5.2 In the event that the Authority is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Authority may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

1. without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;
2. without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
3. terminate, in accordance with clause H2 (Termination on Default), the whole of the Contract.

F5.3 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Authority shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any

damage resulting from such failure) within 10 Working Days or such other period of time as the Authority may direct.

F5.5 In the event that:

1. the Contractor fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Authority or prevents the Authority from discharging a statutory duty; or
2. the Contractor persistently fails to comply with clause F5.4 above,

the Authority may terminate the Contract with immediate effect by notice in writing.

### F6 Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

### F7 Contract Management

The Contractor shall comply with the management arrangements set out in the Contract Management Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

### F8 Extension of Initial Contract Period

Subject to clause C4, (Price adjustment on extension of the Initial Contract Period), the Authority may, by giving written notice to the Contractor not less than [ ] Month(s) prior to the last day of the Initial Contract Period, extend the Contract for a further period of up to [ ] Month(s). The

provisions of the Contract will apply (subject to any Variation or adjustment to the Contract Price pursuant to clause C4 (Price adjustment on extension of the Initial Contract Period)) throughout any such extended period.

### F9 Entire Agreement

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F9.2 In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

1. the clauses of the Contract;
2. the Schedules; and
3. any other document referred to in the clauses of the Contract.

### F10 Counterparts

This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

## LIABILITIES

### G1 Liability, Indemnity and Insurance

G1.1 Neither Party excludes or limits liability to the other Party for:

* 1. death or personal injury caused by its negligence; or
  2. Fraud; or
  3. fraudulent misrepresentation; or

(e) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

G1.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.4 Subject always to clause G1.1, the liability of either Party for Defaults shall be subject to the following financial limits:

(a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed five million pounds in respect of any one incident or series of connected incidents.

G1.5 Subject always to clause G1.1, in no event shall either Party be liable to the other for any:

(a) loss of profits, business, revenue or goodwill; and/or

[(b) loss of savings (whether anticipated or otherwise); and/or]

[(b)/(c)] indirect or consequential loss or damage.

G1.6 The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor.

G1.7 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

G1.8 The Contractor shall hold employer’s liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

### G2 Professional Indemnity

The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub- contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than **£5,000,000** for each individual claim [or such higher limit as the Authority may reasonably require (and as required by law) from time to time]. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

### G3 Warranties and Representations

The Contractor warrants and represents that:

1. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
2. in entering the Contract it has not committed any Fraud;
3. as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
4. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
5. it is not subject to any contractual obligation, compliance with which is

likely to have a material adverse effect on its ability to perform its obligations under the Contract;

1. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue;
2. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
3. in the three 3 years prior to the date of the Contract:
4. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(i) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

## DEFAULT, DISRUPTION AND TERMINATION

### H1 Termination on insolvency and change of control

H1.1 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:

* 1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
  2. a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is

passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

* 1. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
  2. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  3. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
  4. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
  5. being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
  6. any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

1. an application for an interim order is made pursuant to sections 252-

253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors; or

1. a petition is presented and not dismissed within 14 days or order made for the Contractor’s bankruptcy; or
2. a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
3. the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
4. a creditor or encumbrancer attaches or takes possession of, or a

distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor’s assets and such attachment or process is not discharged within 14 days; or

1. he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
2. he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H1.3 The Contractor shall notify the Authority immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (**“change of control”**). The Authority may terminate the Contract by notice in writing with immediate effect within six months of:

1. being notified that a change of control has occurred; or
2. where no notification has been made, the date that the Authority becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

### H2 Termination on Default

H2.1 The Authority may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

1. the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
2. the Default is not, in the opinion of the Authority, capable of remedy; or
3. the Default is a material breach of the Contract.

H2.2 In the event that through any Default of the Contractor, data transmitted or

processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clauses C3.1 (Recovery of Sums Due).

### H3 Break

The Authority shall have the right to terminate the Contract at any time by giving [3] Months’ written notice to the Contractor.

### H4 Consequences of Expiry or Termination

H4.1 Where the Authority terminates the Contract under clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause H2 (Termination on Default), no further payments shall be payable by the Authority to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

H4.2 Subject to clause H1, where the Authority terminates the Contract under clause H3 (Break), the Authority shall indemnify the Contractor against any

commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Authority shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under clause H3 (Break).

H4.3 The Authority shall not be liable under clause H4.2 to pay any sum which:

1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
2. when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract Period; or
3. is a claim by the Contractor for loss of profit, due to early termination of the Contract.

H4.4 Save as otherwise expressly provided in the Contract:

1. termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
2. termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Corruption), E1 (Data Protection Act), E2 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E3

(Confidential Information), E4 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), F6 Remedies Cumulative), G1 (Liability, Indemnity and Insurance), G2 (Professional Indemnity), H4 (Consequences of Expiry or Termination), H6 (Recovery upon Expiry or Termination) and I1 (Governing Law and Jurisdiction).

### H5 Disruption

H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H5.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.

H5.4 If the Contractor’s proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice in writing.

H5.5 If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Authority, the Contractor may request a reasonable allowance of time and in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

### H6 Recovery upon Termination

H6.1 On the termination of the Contract for any reason, the Contractor shall:

1. immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Services;
2. immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor under clause B8. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
3. assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress.
4. promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Authority or the Replacement Contractor to conduct due diligence.

H6.2 If the Contractor fails to comply with clause H6.1 (a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub- contractors where any such items may be held.

H6.3 Where the end of the Contract Period arises due to the Contractor’s Default, the Contractor shall provide all assistance under clause H6(c) and

(d) free of charge. Otherwise, the Authority shall pay the Contractor’s reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

### H7 Force Majeure

H7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a

payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.

H7.2 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub- contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

H7.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause H7.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

## DISPUTES AND LAW

### I1 Governing Law and Jurisdiction

Subject to the provisions of clause I2, the Authority and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

### I2 Dispute Resolution

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the [finance

director (or equivalent)] of each Party.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5 unless

* 1. the Authority considers that the dispute is not suitable for resolution by mediation; or
  2. the Contractor does not agree to mediation.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

1. a neutral adviser or mediator (the **“Mediator”**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the President of the Law Society of England to appoint a Mediator.
2. The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from an appropriate mediation

provider to provide guidance on a suitable procedure.

1. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
2. If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
3. If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts [unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6].

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

1. the Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
2. if the Contractor intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
3. the Contractor may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Authority may consent as it sees fit.

I2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:

1. the arbitration shall be governed by the provisions of the Arbitration

Act 1996;

1. the Authority shall give a written notice of arbitration to the Contractor (the **“Arbitration Notice”**) stating:
   1. that the dispute is referred to arbitration; and
   2. providing details of the issues to be resolved;
2. the London Court of International Arbitration (**“LCIA”**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
3. the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
4. if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I2.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
5. the arbitration proceedings shall take place in London and in the English language; and
6. the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

**IN WITNESS** of which this Agreement has been duly executed by the parties. **SIGNED** for and on behalf of **West of England Combined Authority Signature……………………………**

### Name……………………………….. Position…………………………….. Date…………………………………

**SIGNED** for and on behalf of **[Contractor Name]**

**Signature…………………………… Name………………………………...**

### Position……………………………… Date………………………………….

SPECIFICATION SCHEDULE

*[insert description of the Services to be supplied including, where appropriate, the Key Personnel, the Premises and the Quality Standards]*

PRICING SCHEDULE

*[insert pricing provisions as appropriate]*

CONTRACT MANAGEMENT SCHEDULE

*[insert monitoring provisions as appropriate]*

DATA PROCESSING SCHEDULE

## DELETE IF CONTRACTOR IS NOT PROCESSING PERSONAL DATA

### Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter]* |
| Duration of the processing | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that  type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |

COMMERCIALLY SENSITIVE INFORMATION SCHEDULE

*[insert commercially sensitive information as appropriate and if known the dates that the information will remain commercially sensitive]*

APPENDIX A

**[Contract Reference]**

[**Contract Title]**

**VARIATION TO CONTRACT FORM**

|  |  |
| --- | --- |
| **TO:** | **VARIATION NUMBER: X**  **DATE: XX/XX/XXXX** |
| **FROM:**  **DEPARTMENT:** | |

1. The Contract is varied as follows:

**ALL OTHER SCHEDULES, TERMS AND CONDITIONS REMAIN AS PER THE CURRENT CONTRACT**

1. Words and expressions in this Variation shall have the meanings given to them in the Contract.
2. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**SIGNED** for and on behalf of **West of England Combined Authority Signature…………………………… Name………………………………..**

### Position…………………………….. Date…………………………………

**SIGNED** for and on behalf of **[*Contractor*] Signature…………………………… Name………………………………...**

**Position……………………………… Date………………………………**

1. [↑](#footnote-ref-2)