

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: PS22234

THE BUYER: Business, Energy & Industrial Strategy (BEIS)

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: ICF Consulting Services Ltd

SUPPLIER ADDRESS: Riverscape, 10 Queen Street Place,
London, EC4R 1B

REGISTRATION NUMBER: 4161656

DUNS NUMBER: 221428324

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated Friday 24th February 2023.

It's issued under the DPS Contract with the reference number RM6126 for the provision of Boiler Upgrade Scheme (BUS) Evaluation Report.

DPS FILTER CATEGORY(IES):

Quantitative, Qualitative, Mixed method (qualitative and quantitative), Impact evaluation

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ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6126
3. DPS Special Terms: Not Used
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6126
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM6126
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security Part A)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract: None

ORDER START DATE: 24th February 2023

ORDER EXPIRY DATE: 31st March 2026

ORDER INITIAL PERIOD: 2 months

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DELIVERABLES

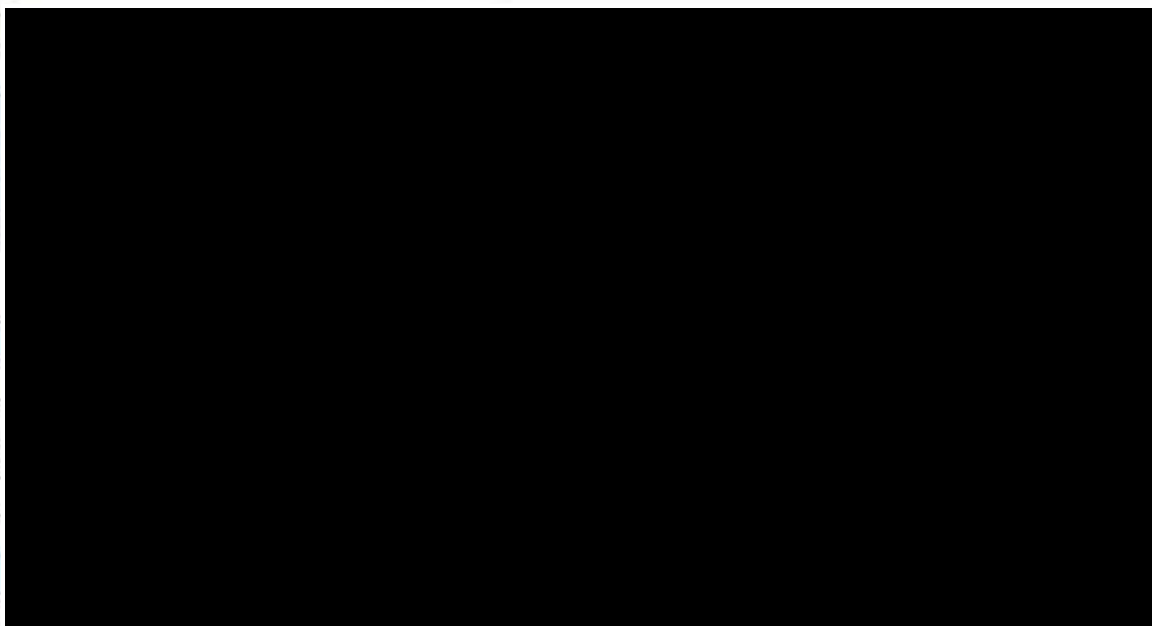
See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Charges used to calculate liability is the total Contract value £844,093.75 ex VAT.

The total contract value is broken down as detailed below and in Order Schedule 5:



ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to ap@uksbs.co.uk or by telephone 01793-867204 between 09:00 and 17:00 Monday to Friday

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

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Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

BUYER'S INVOICE ADDRESS:

ap@uksbs.co.uk or Billingham (UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF)

BUYER'S AUTHORISED REPRESENTATIVE

Procurement: Professional Services

Professionalservices@uksbs.co.uk

Polaris House, North Star Avenue, Swindon, SN2 1FF

BUYER'S ENVIRONMENTAL POLICY

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https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/675134/beis-environmental-policy-2018.pdf

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/civil-nuclear-cyber-security-strategy>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Included in the fortnightly progress / catch up meetings

PROGRESS MEETING FREQUENCY

Fortnightly

KEY STAFF

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

KEY SUBCONTRACTOR(S)

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

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

n/a

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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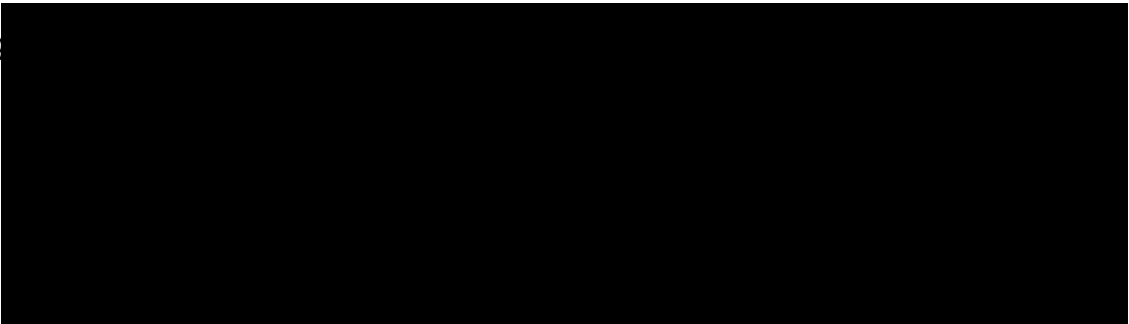
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GUARANTEE

There's a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:	For and on behalf of the Buyer:
Sig	
Na	
Ro	
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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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1.1.1 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.1.2 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

Joint Schedule 1 (Definitions)

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	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

Joint Schedule 1 (Definitions)

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"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

Joint Schedule 1 (Definitions)

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"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,
	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;

Joint Schedule 1 (Definitions)

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"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:
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Joint Schedule 1 (Definitions)

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	<p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments

Joint Schedule 1 (Definitions)

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	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

Joint Schedule 1 (Definitions)

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"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;

Joint Schedule 1 (Definitions)

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"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

Joint Schedule 1 (Definitions)

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"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	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, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that 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;

Joint Schedule 1 (Definitions)

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"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>
	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

Joint Schedule 1 (Definitions)

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"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or
	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

Joint Schedule 1 (Definitions)

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"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;

"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;

Joint Schedule 1 (Definitions)

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"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) 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</p> <p>c) 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</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working 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</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application 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</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

Joint Schedule 1 (Definitions)

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	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the</p> <p>Platform and in the Key Subcontractor Section in the Order Form;</p>

Joint Schedule 1 (Definitions)

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"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

Joint Schedule 1 (Definitions)

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"MI Reporting Template"	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

Joint Schedule 1 (Definitions)

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"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)
	<p>together with a list of agreed rates against each manpower grade;</p> <ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period;
"Order"	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;

Joint Schedule 1 (Definitions)

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"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

Joint Schedule 1 (Definitions)

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"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

Joint Schedule 1 (Definitions)

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"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	<p>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 including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
"Recall"	<p>a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>

Joint Schedule 1 (Definitions)

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"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing</p> <p>the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p>
	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

Joint Schedule 1 (Definitions)

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"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification);

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	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of (a) and (b) above;

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"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;

Joint Schedule 1 (Definitions)

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"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

Joint Schedule 1 (Definitions)

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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

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

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

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

Joint Schedule 3 (Insurance Requirements)

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evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

Joint Schedule 3 (Insurance Requirements)

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claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility) Crown
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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 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 offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 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 a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor 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;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about

the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.1

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

PS22234

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by Buyer :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

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Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

Joint Schedule 11 (Processing Data)

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) 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 Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

Joint Schedule 11 (Processing Data)

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) 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
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

Joint Schedule 11 (Processing Data)

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applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

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measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

RM6126 - Research & Insights DPS PS22234

Project Version: v1.0

Model Version: v1.3

-6-

Joint Schedule 11 (Processing Data)

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)
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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

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

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED] The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <i>Personal Data contained within administrative data provided by Ofgem, the Micro Certification Scheme (MCS) and Energy Performance Certificate (EPC) data; other Personal Data collected from primary research during the evaluation. This will include the Personal Data of Boiler Upgrade Scheme (BUS) installers and property owners. Some special category data will be gathered from BUS installers and property owners.</i> <p>The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid.</p>

Joint Schedule 11 (Processing Data)

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Duration of the Processing	Processing will take place from February 2023 for the Commencement of the Contract. The Contract will end on 31 st March 2026.
Nature and purposes of the Processing	<p>The nature of the processing will include the collection, storage and use of data, including analysis and reporting in an anonymised format.</p> <p>Processing takes place for the purposes of research. This includes sampling, to request participation in research activities such as interviews and surveys. Data will be analysed to answer evaluation questions, and findings will reported anonymously in written reports and presentations.</p> <p>Personal data may also be processed for linking purposes, linking personal data to non-personal data (such as BUS application ID, type of heating system installed, cost of installation) to assist with sampling and analysis.</p> <p>Data collected will include some special categories of personal data, gathered for the purposes of assessing compliance with Public Sector Equality Duty requirements.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p> <p>The nature of the service will require the Supplier to collect personal data directly from some data subjects. The Supplier will use an agreed Contracting Authority privacy notice as instructed by the Contracting Authority.</p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>

Joint Schedule 11 (Processing Data)

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	<p>Personal contact details of BUS-registered installers and property owners who have participated in BUS: name, phone number, email address, address, postcode, BUS application ID.</p> <p>Some special category personal data about BUS-registered installers and property owners.</p> <p>Personal contact details of non-BUS heat pump and biomass installers who are registered with MCS: name, phone number, email address, address, postcode.</p> <p>Personal contact details of Ofgem policy and delivery staff: name, position, office location, business phone number, business email address.</p> <p>Personal contact details of applicants to the Domestic Renewable Heat Incentive (DRHI): name, phone number, email address, address, postcode.</p> <p>Personal contact details of low-carbon heating (LCH) manufacturers and suppliers of LCH, consumer codes representatives, and other industry stakeholders: name, position, office location, business phone number, business email address.</p> <p>Personal contact details of BEIS staff participating in research: name, position, office location, business phone number, business email address.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p>
Categories of Data Subject	<p>LCH installers who register with BUS, property owners who participate in BUS, Ofgem policy and delivery staff, non-BUS-participating LCH installers who are registered with MCS, DRHI applicants, LCH manufacturers, LCH suppliers, consumer codes representatives, other industry stakeholders.</p>

Joint Schedule 11 (Processing Data)

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	Staff of the Contracting Authority and the Contractor, including where those employees are named within the Contract itself or involved within Contract management.
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	<p>The Contractor will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor one month after the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion. Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p> <p>The Contracting Authority will retain the Personal Data for two years after the expiry of the Contract, then will delete the Personal Data and Erase the Personal Data from any computers, storage devices and storage media.</p>

Order Schedule 2 (Staff Transfer)

Order Ref: PS22234

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Order Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
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Order Schedule 2 (Staff Transfer)

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	2
"Employee Liability"	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	b) unfair, wrongful or constructive dismissal compensation;
	c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

Order Schedule 2 (Staff Transfer)

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"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

Order Schedule 2 (Staff Transfer)

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"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p>
	<p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>
	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p>
	<p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</p>

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	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Order Schedule 2 (Staff Transfer)

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- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
- 3. Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)

Order Schedule 2 (Staff Transfer)

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PART C: NO STAFF TRANSFER ON THE START DATE**1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;
 the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in

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Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

Order Schedule 2 (Staff Transfer)

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Order Schedule 3 (Continuous Improvement)

Order Ref: PS22234

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Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Order Schedule 3 (Continuous Improvement)

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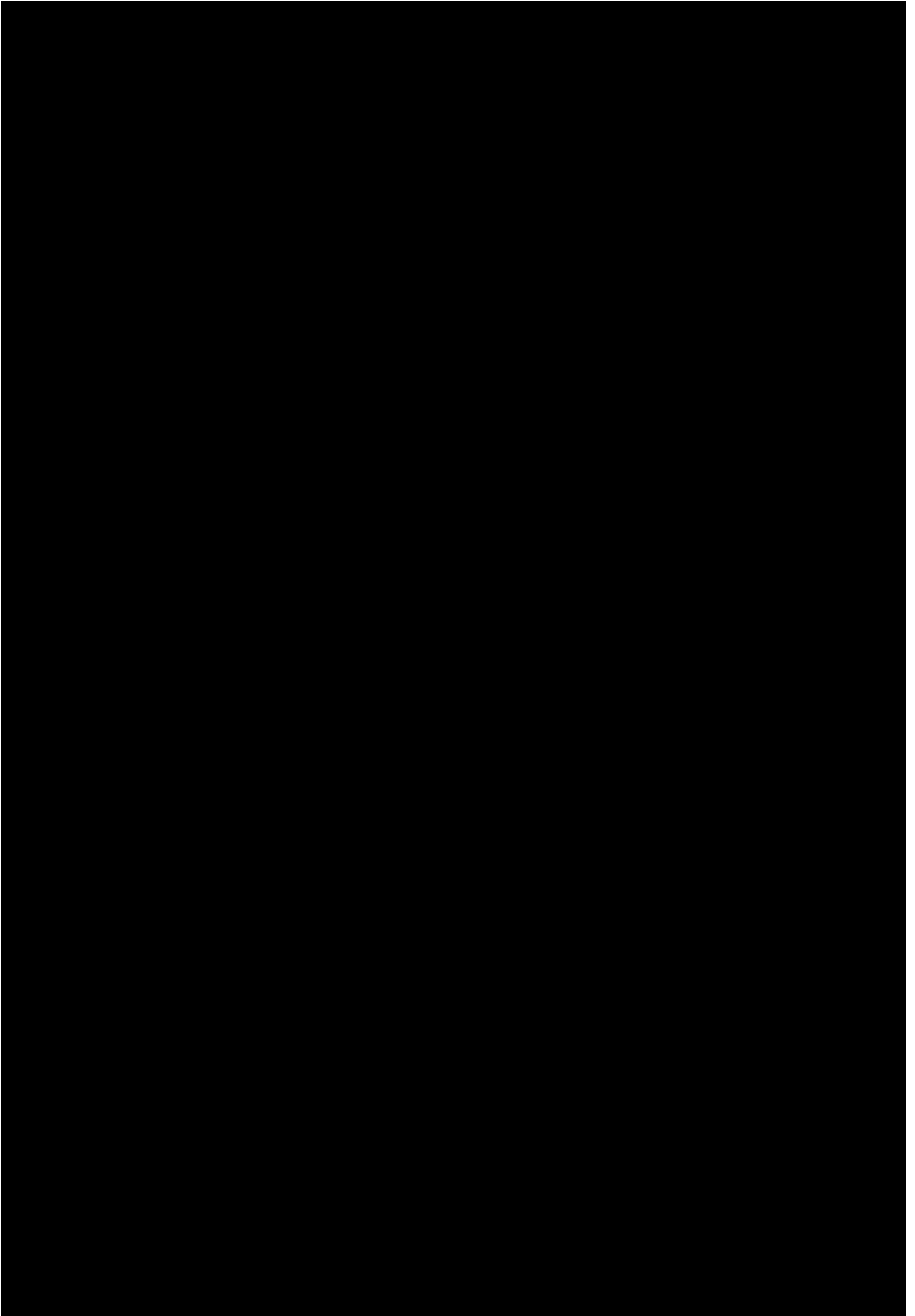
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 4 (Order Tender)

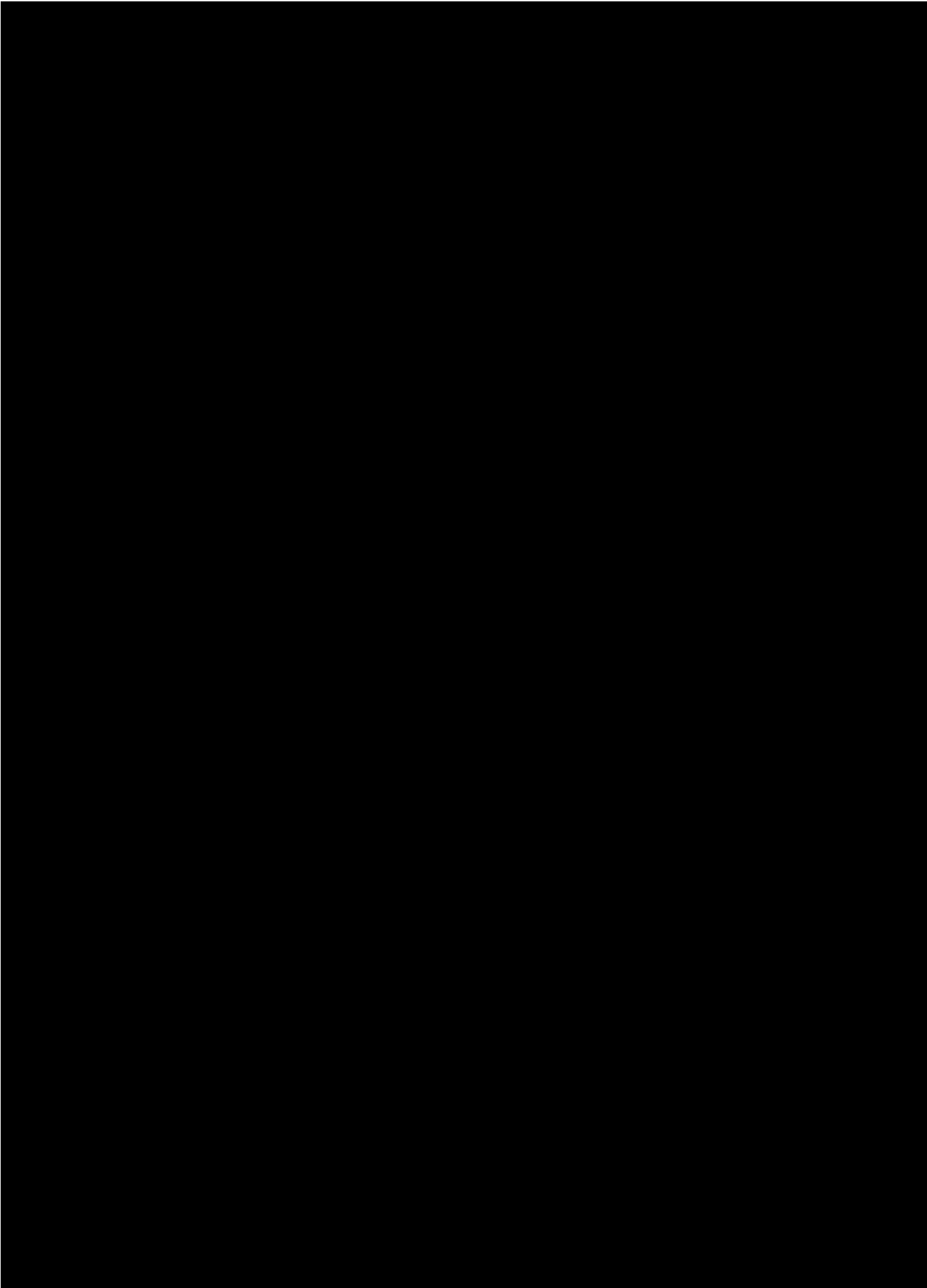
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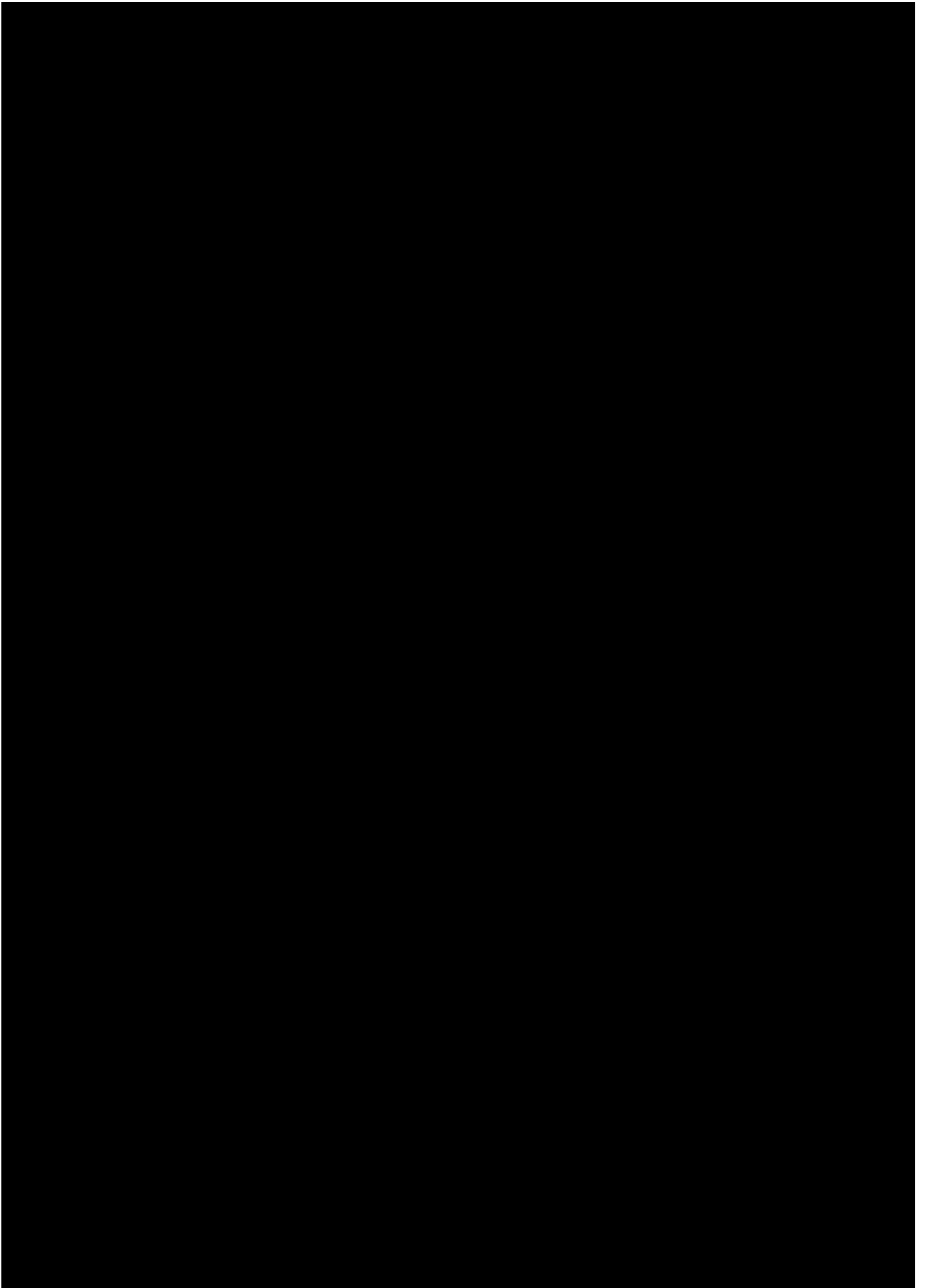
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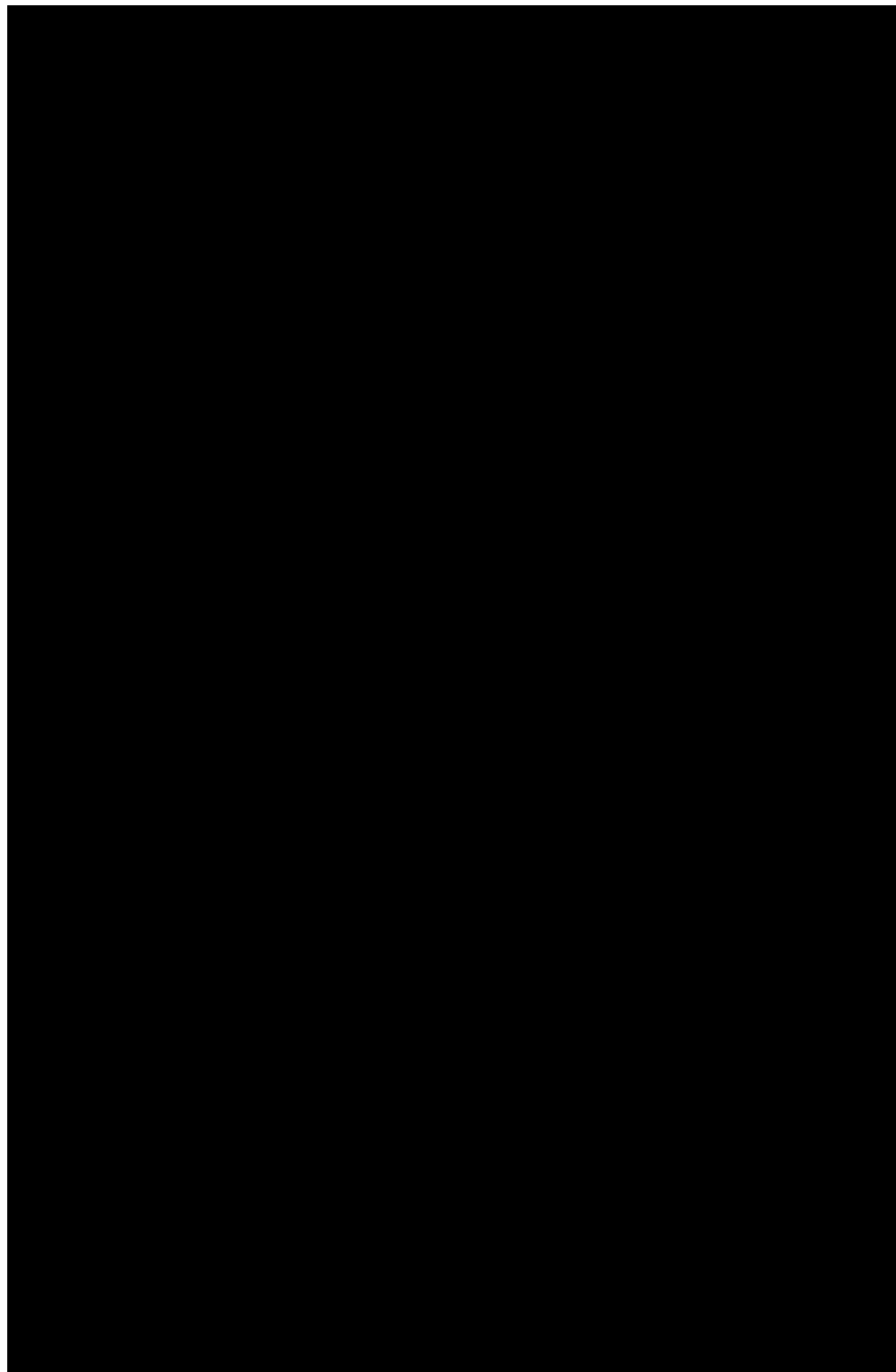
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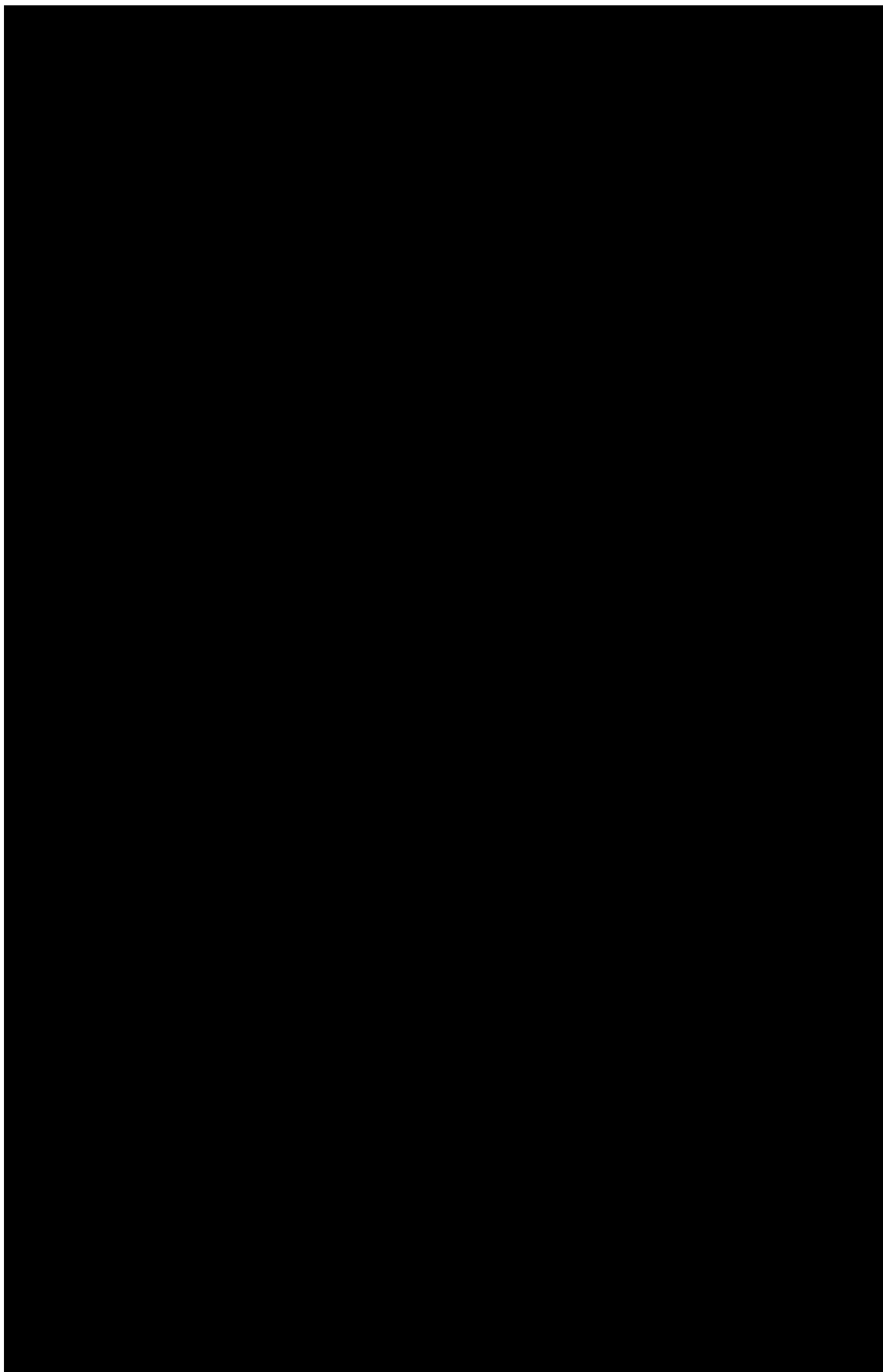


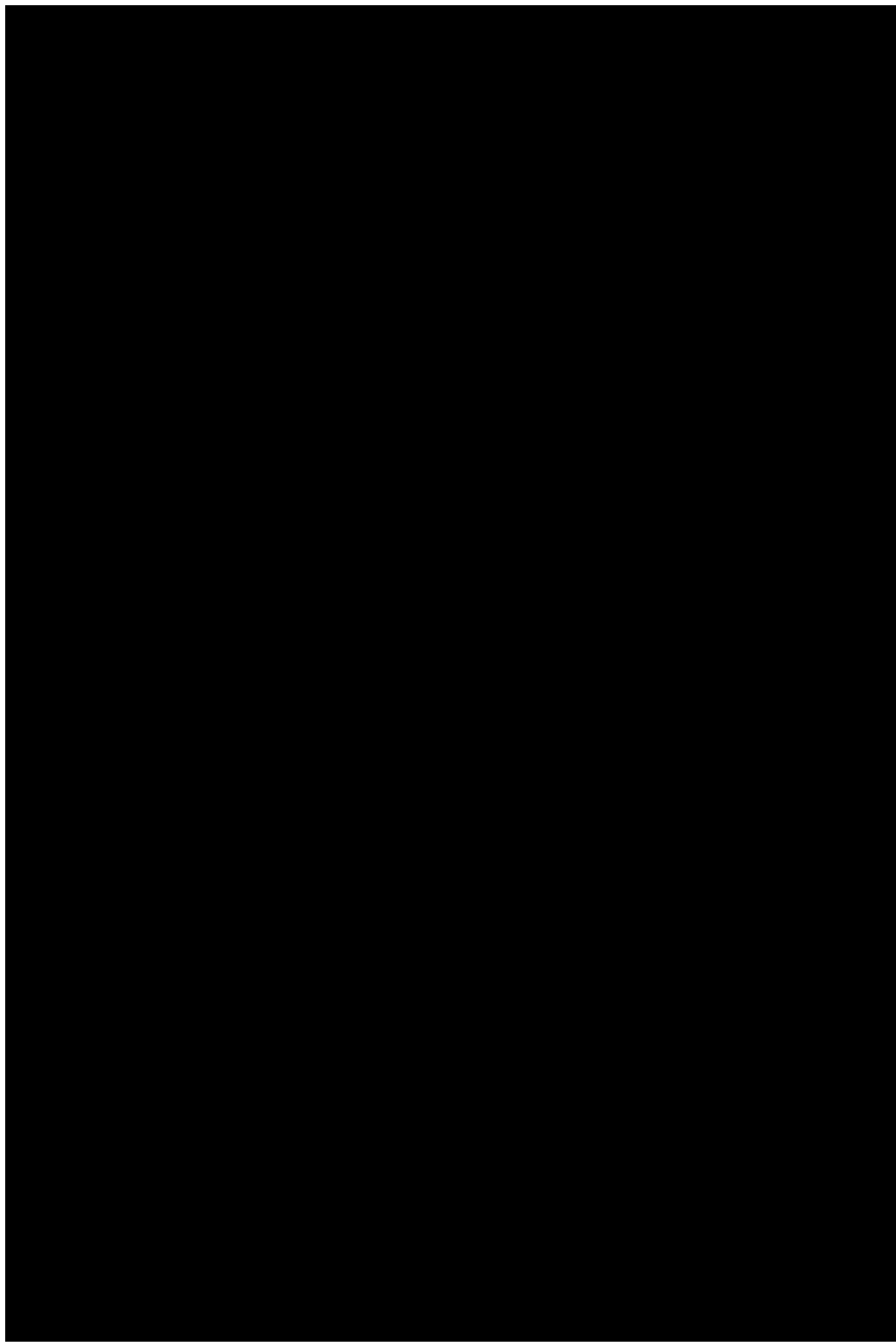


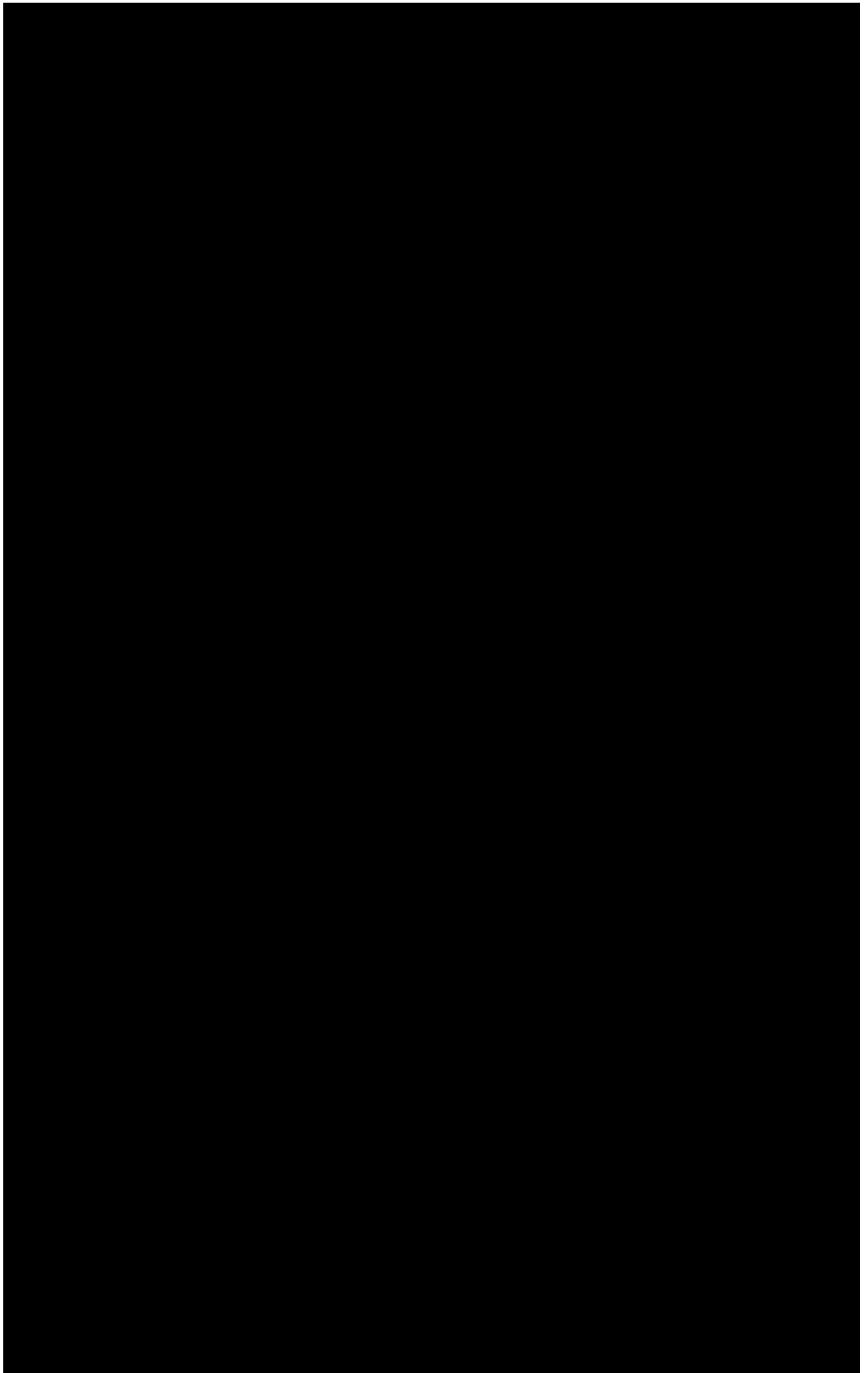


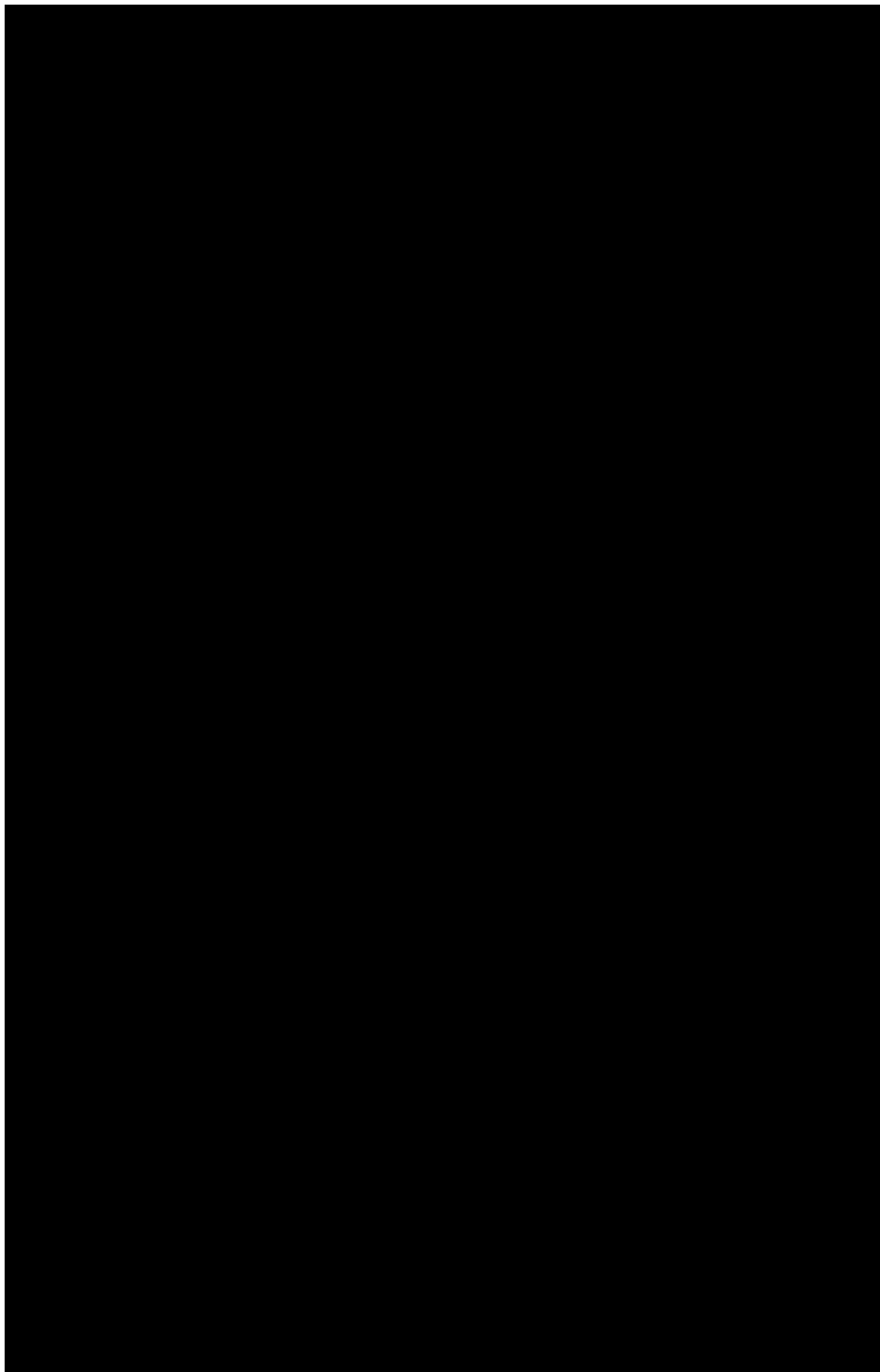


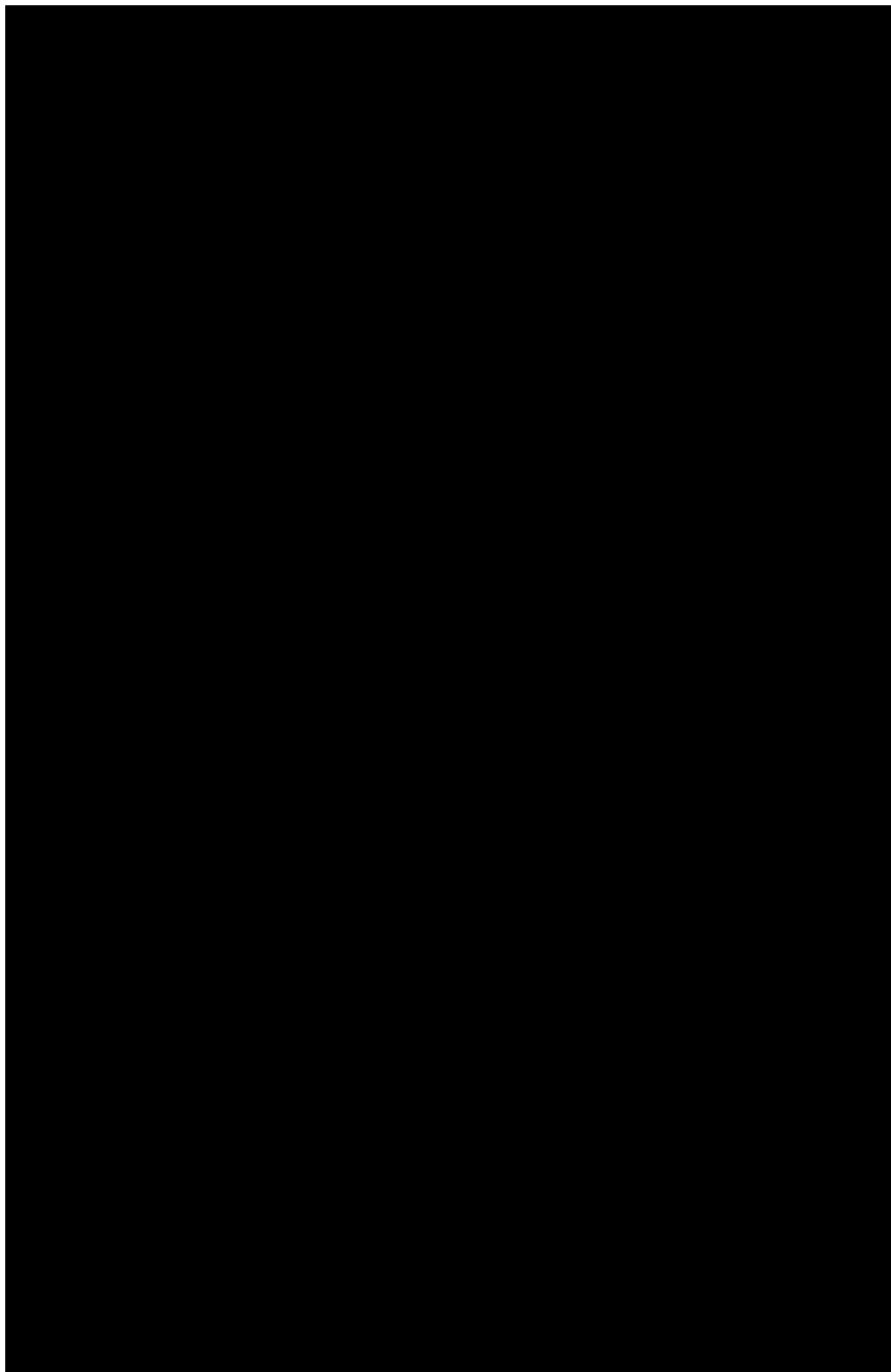


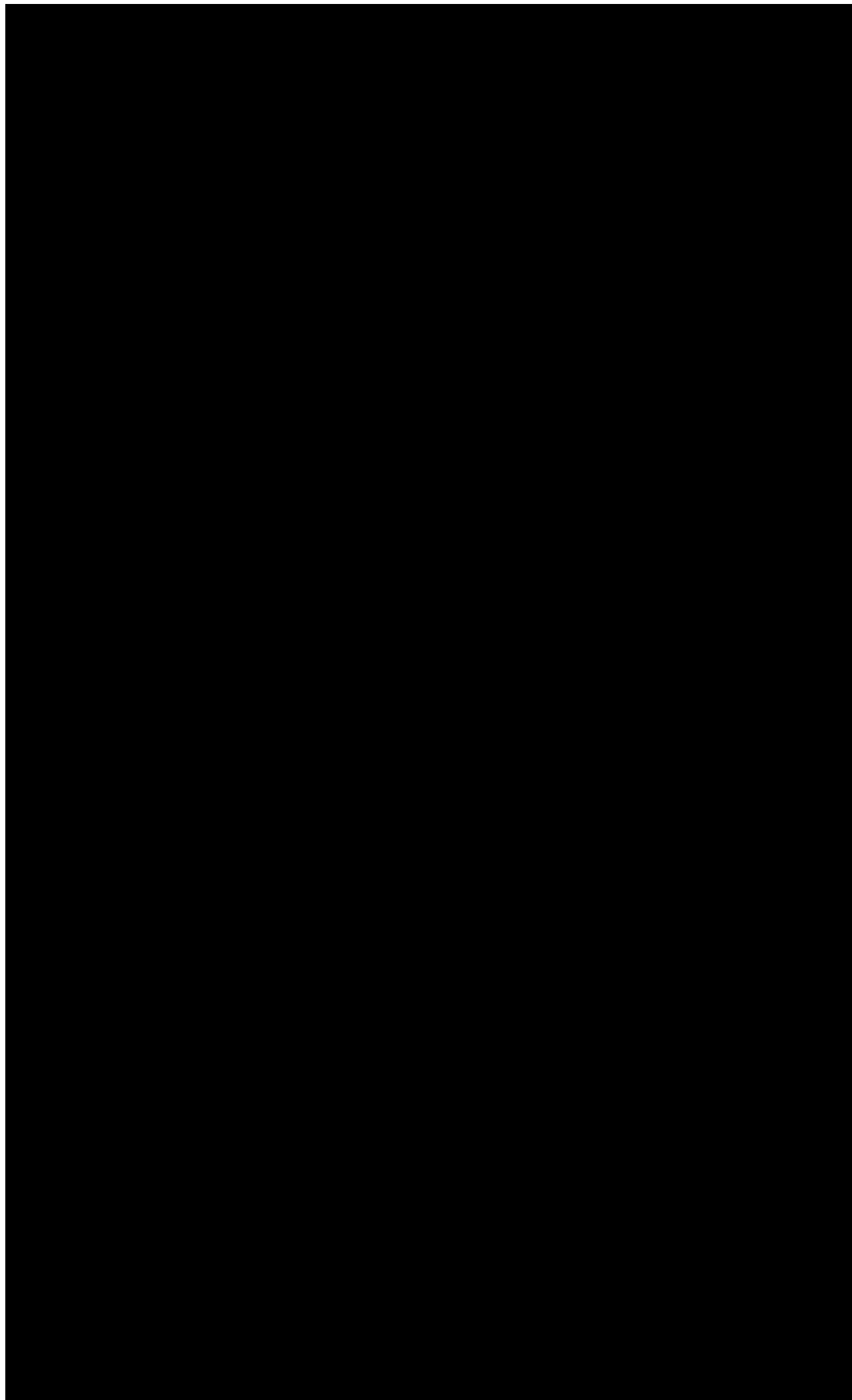












the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1999. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

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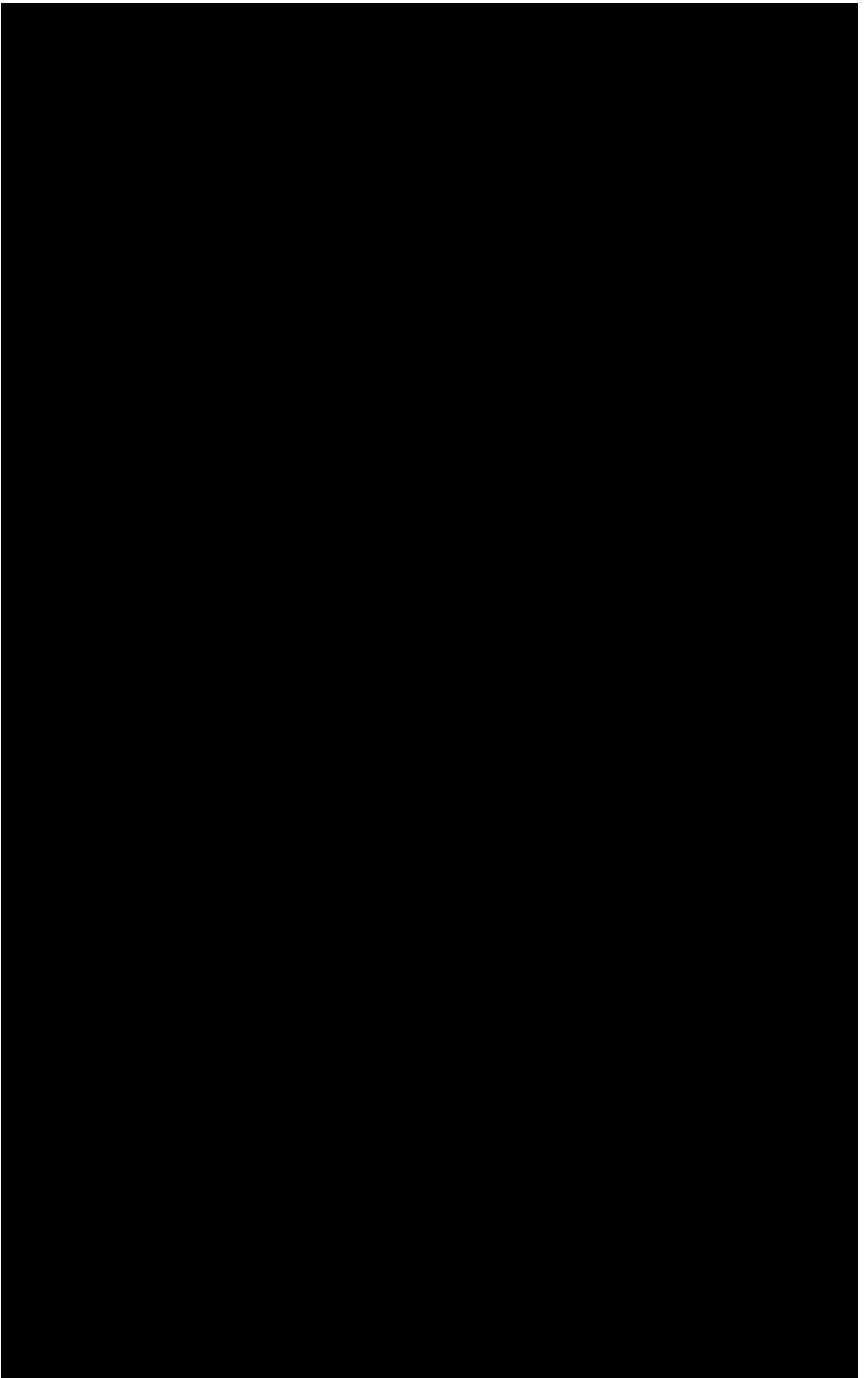
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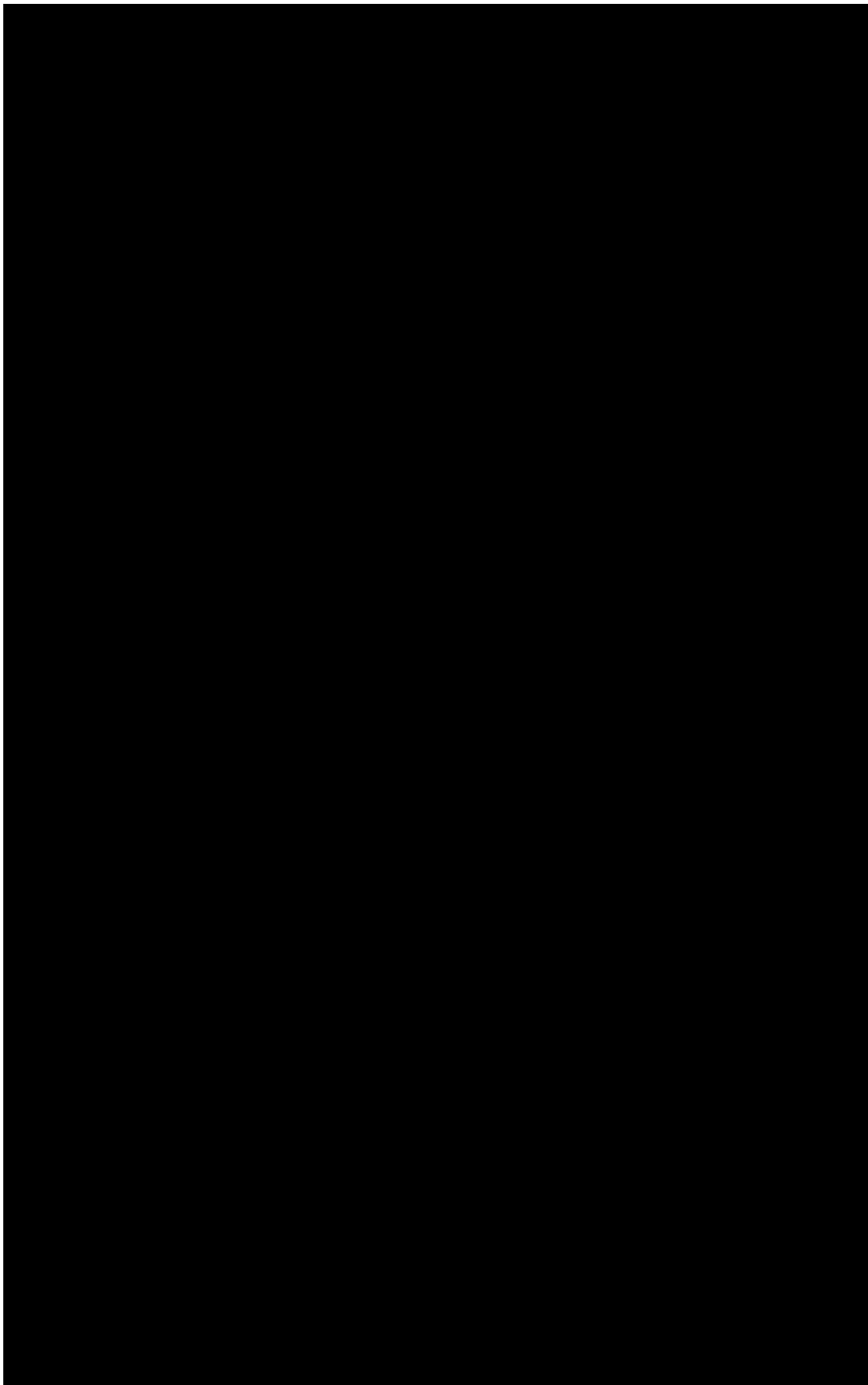
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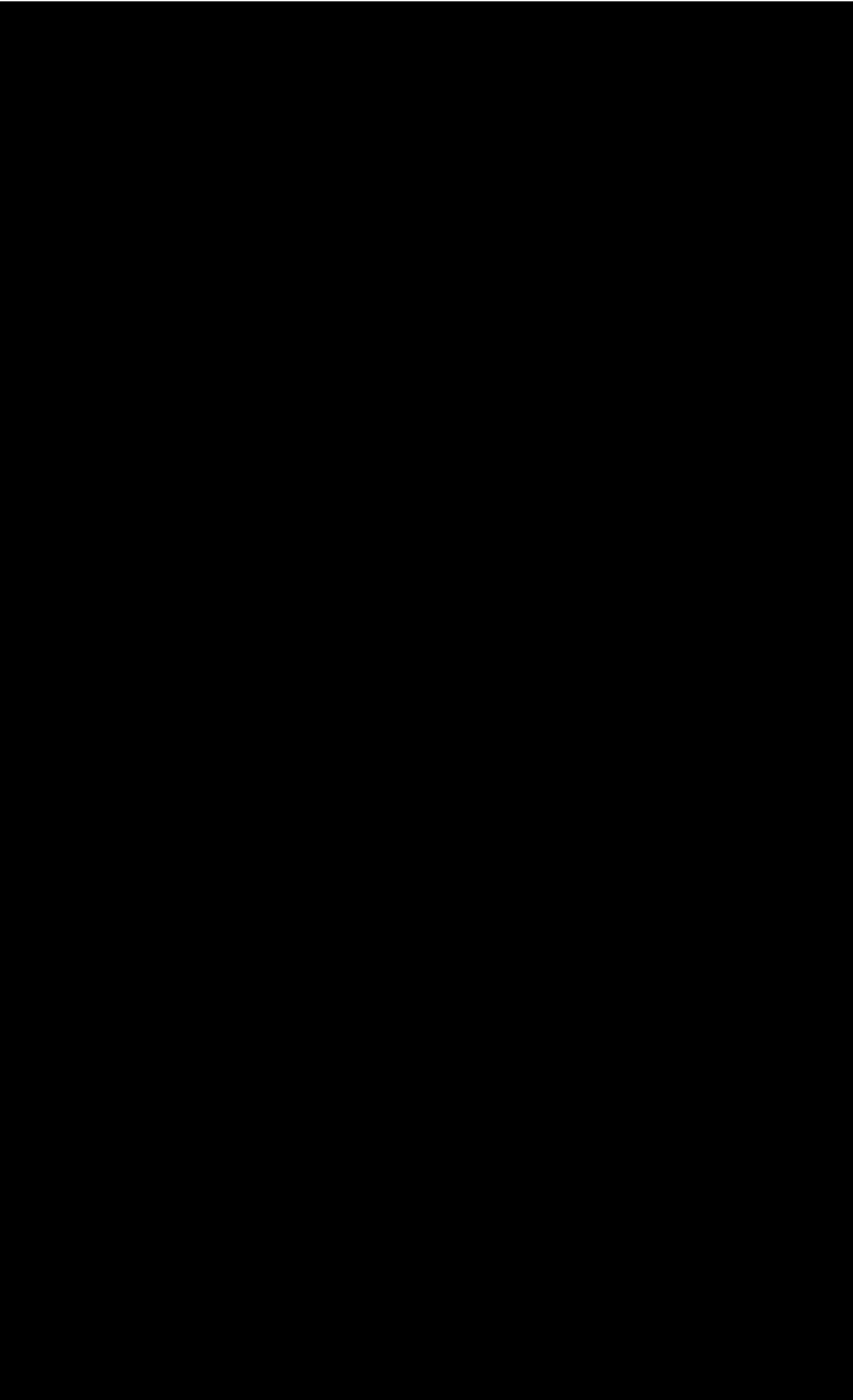
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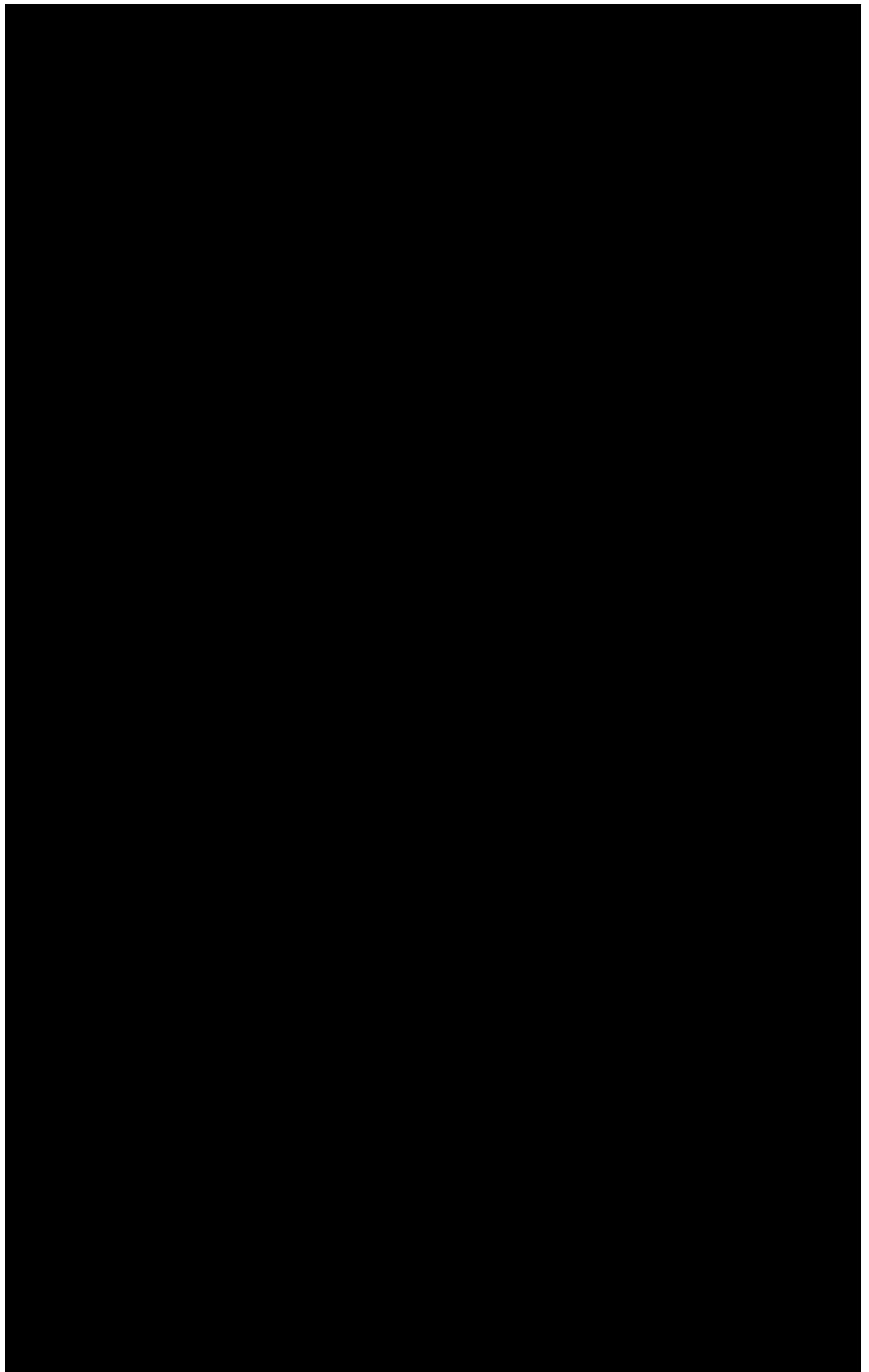
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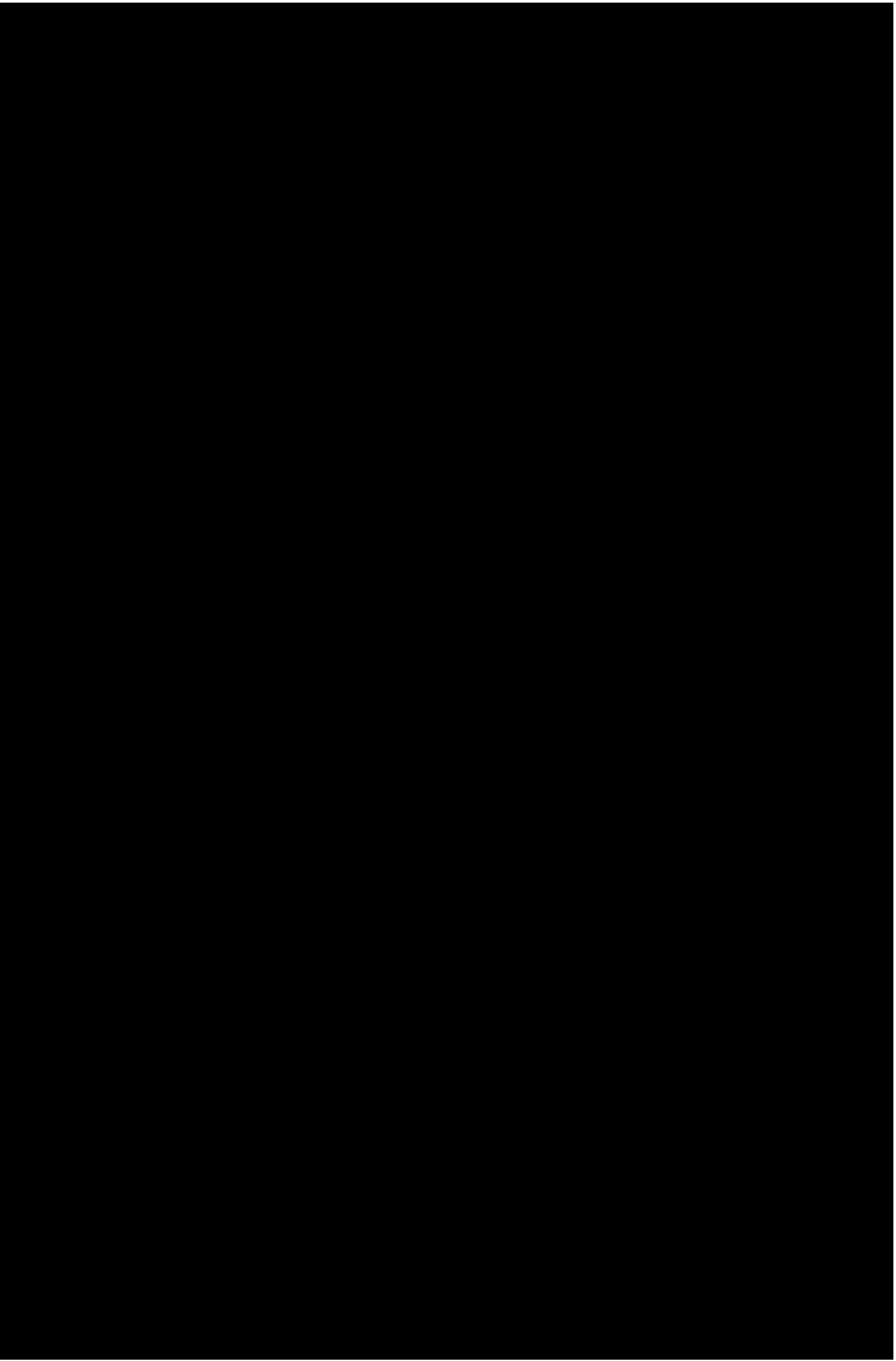
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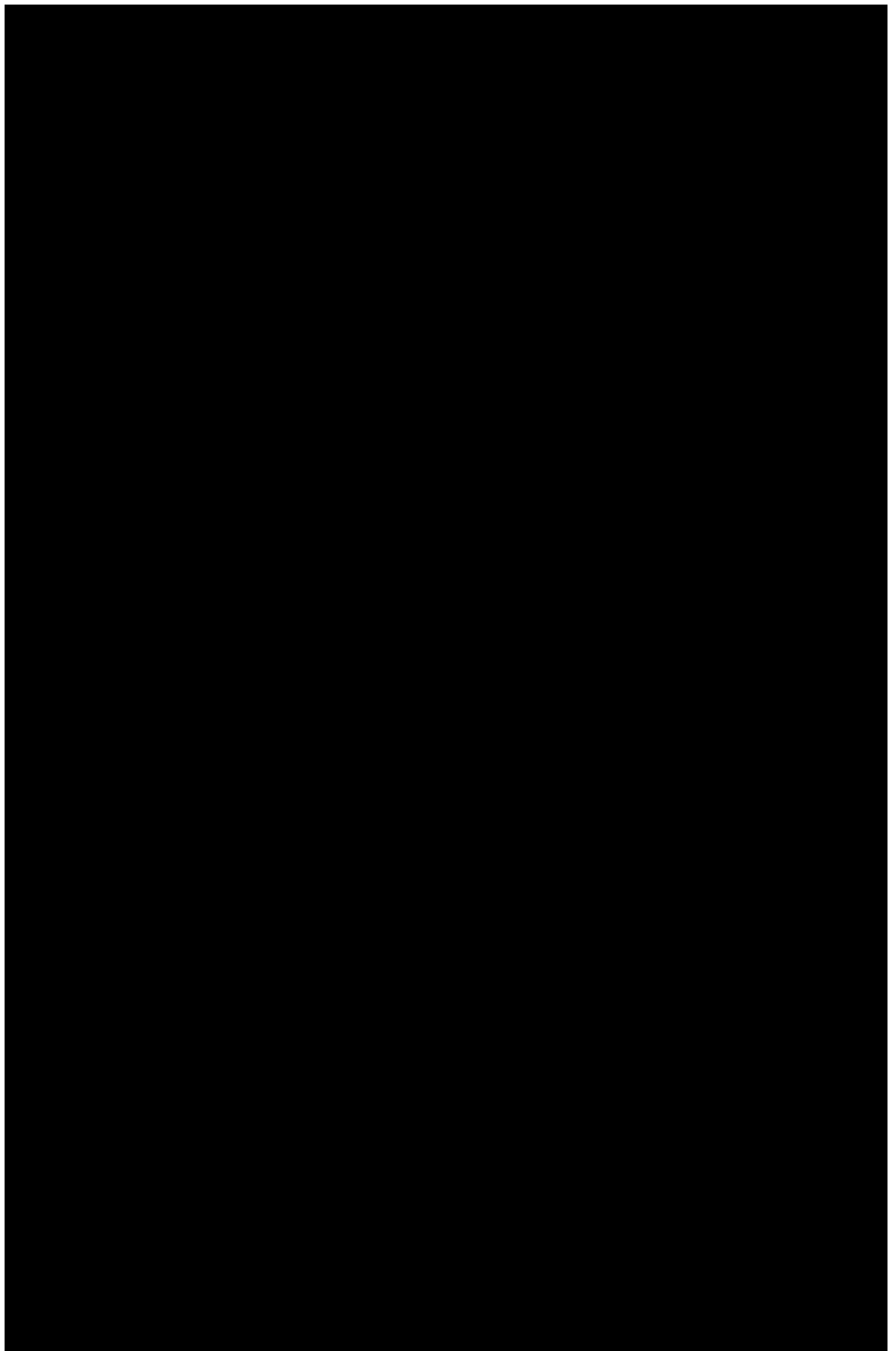


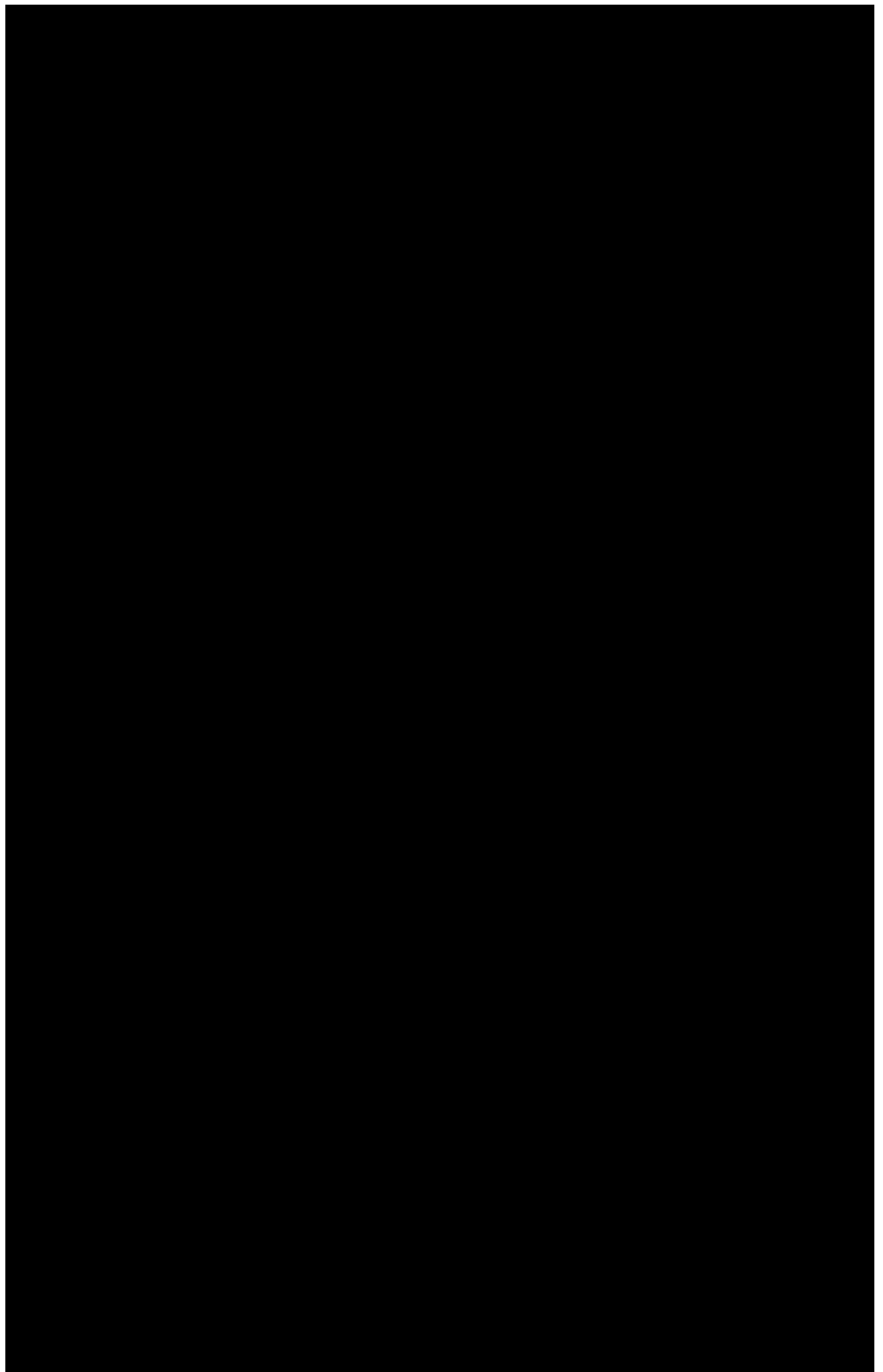


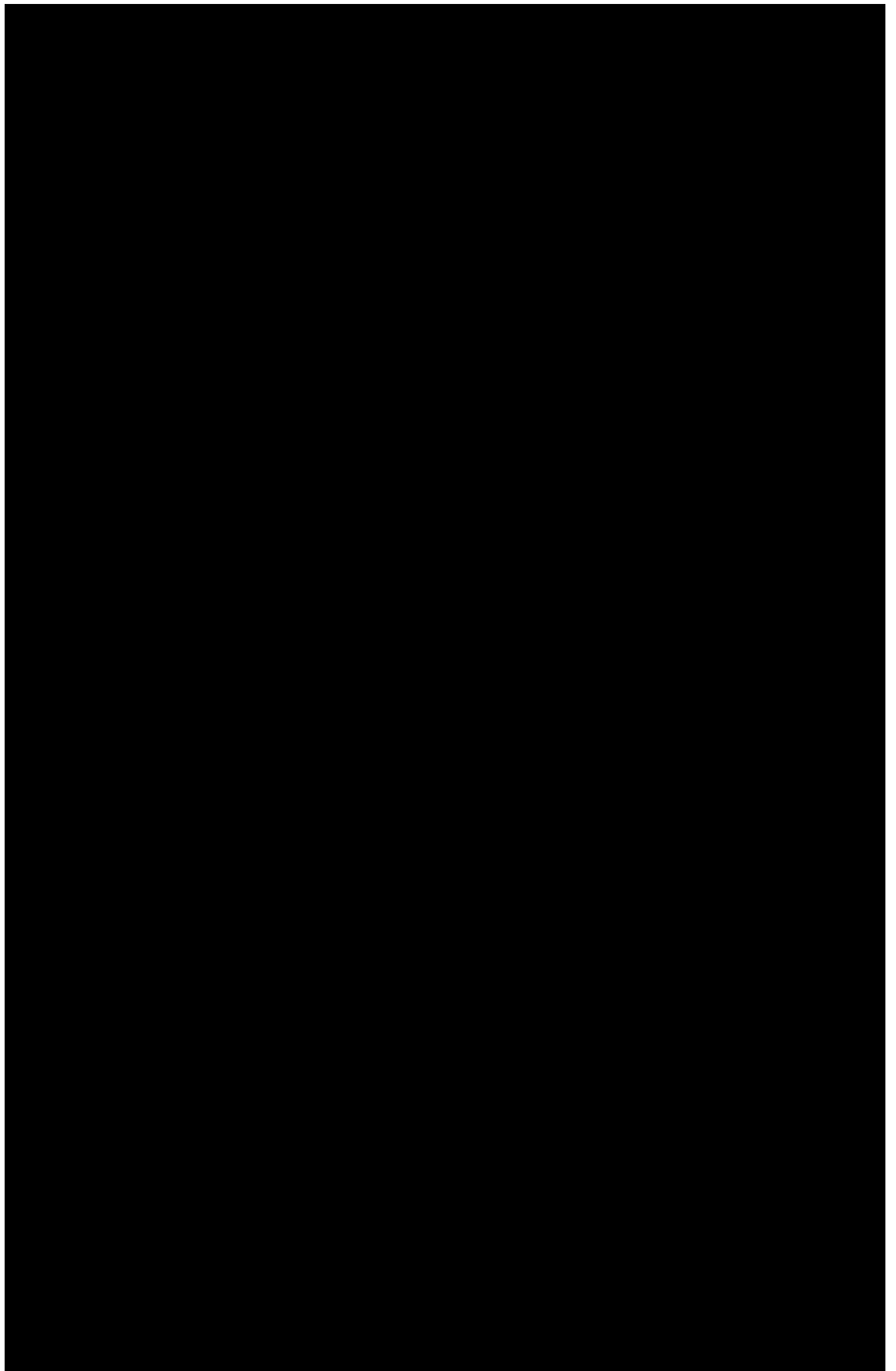


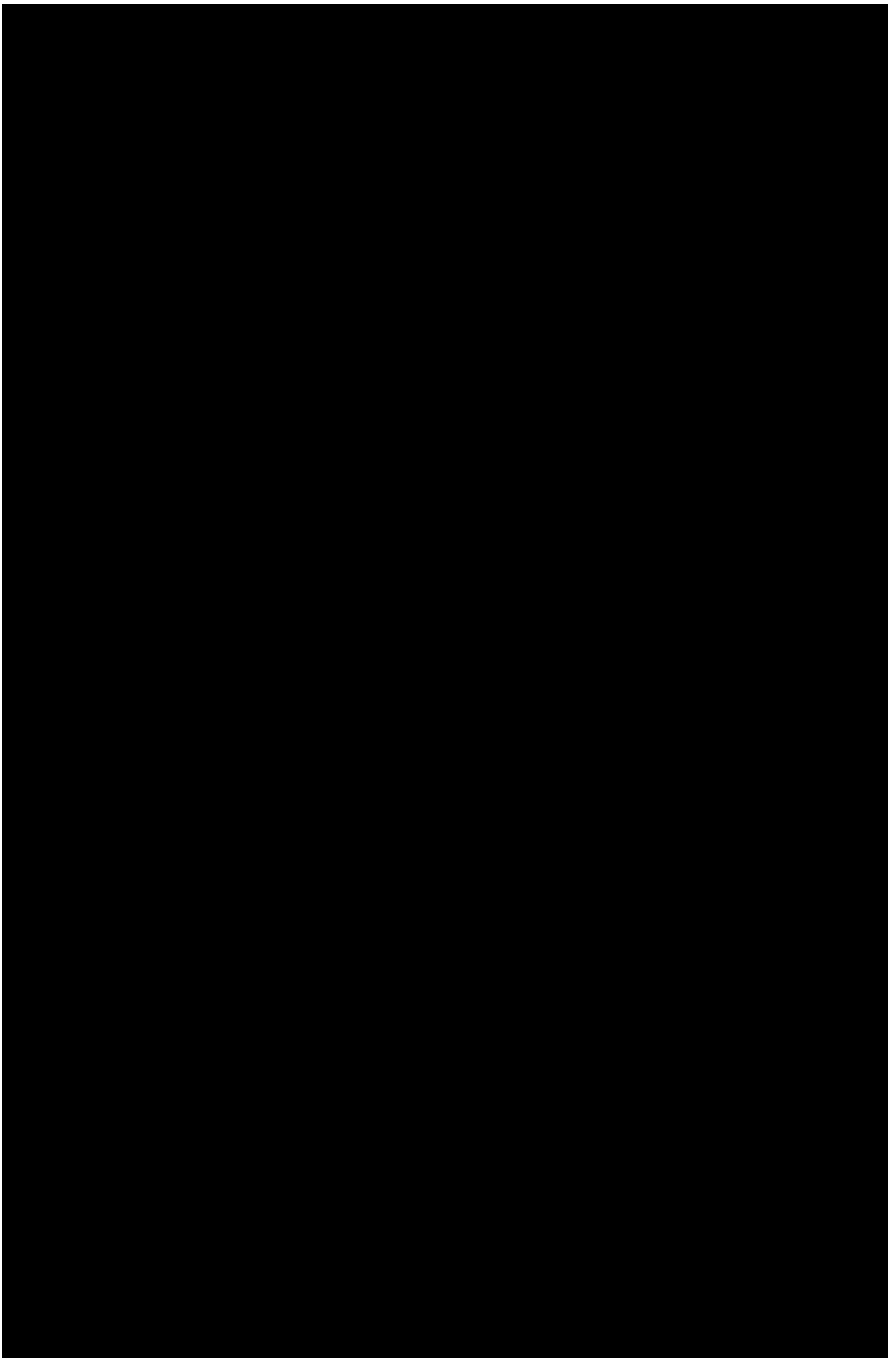


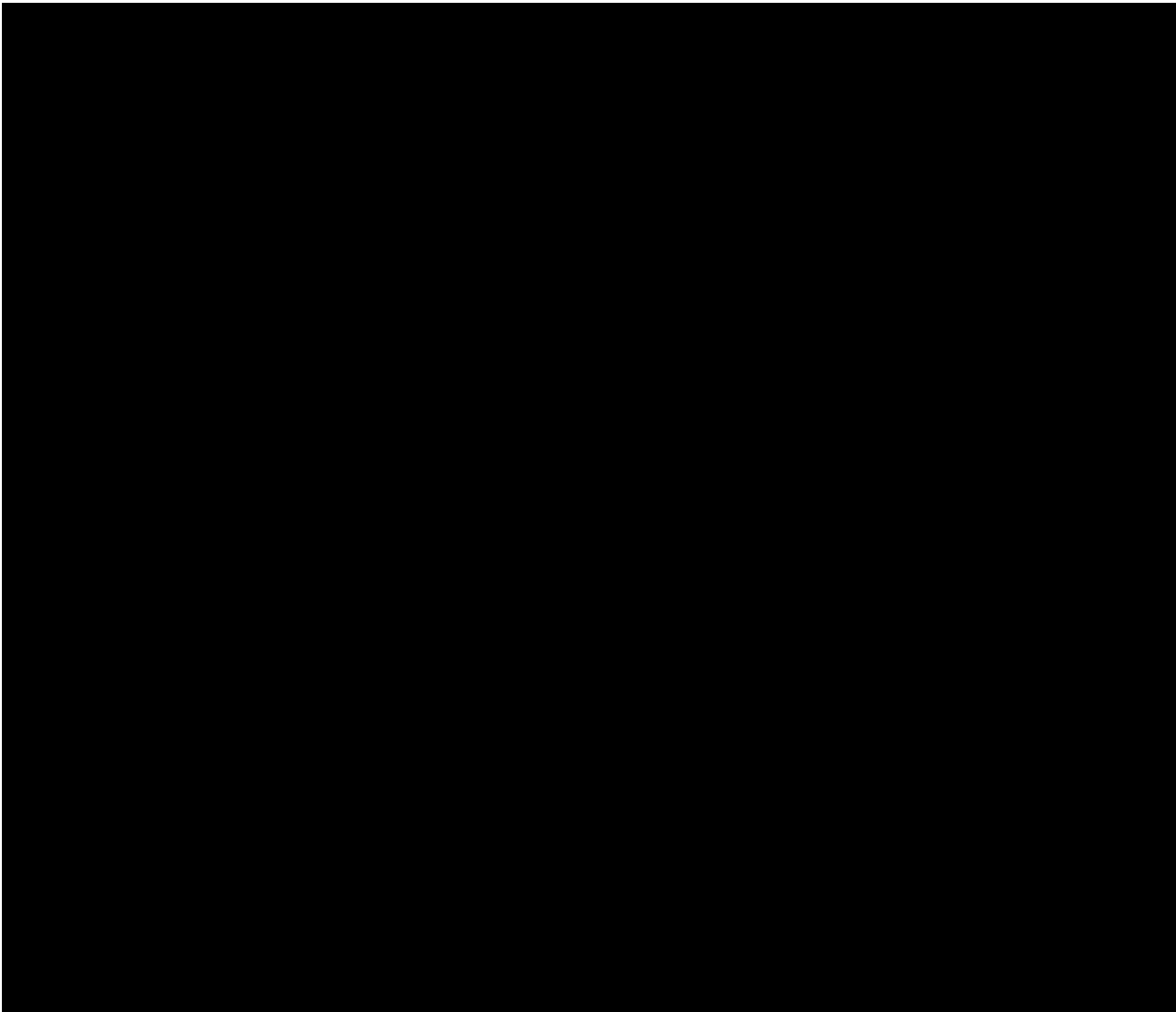




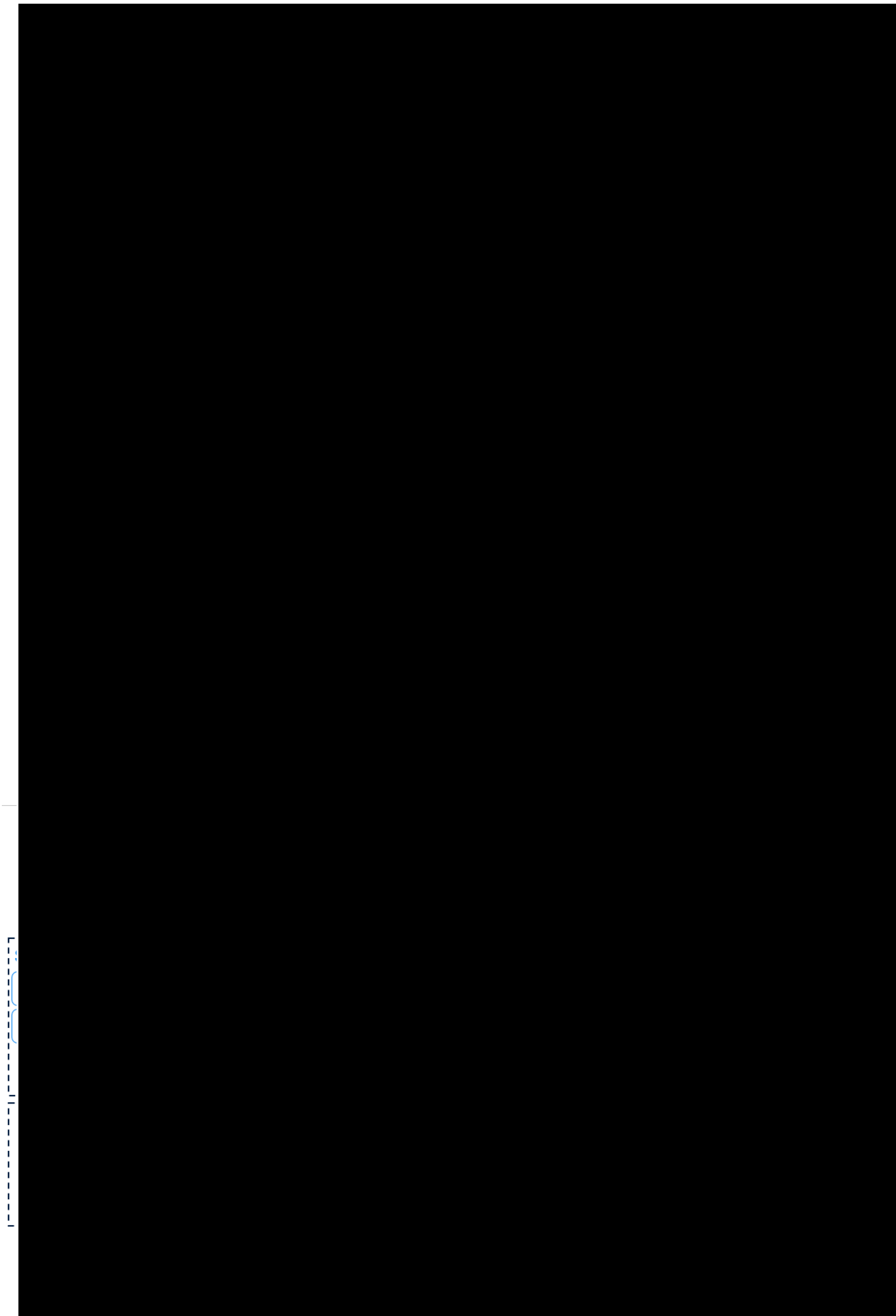


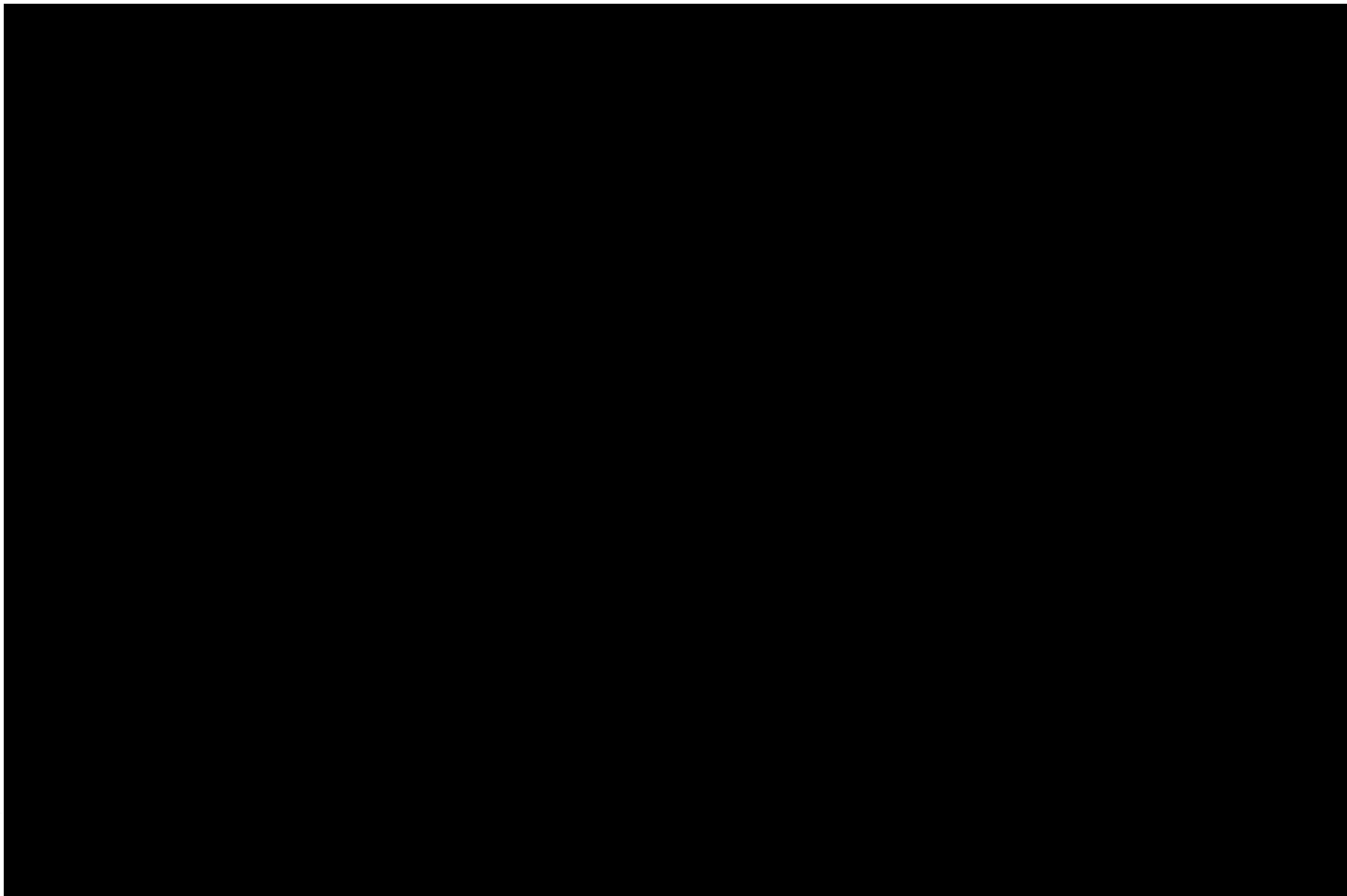


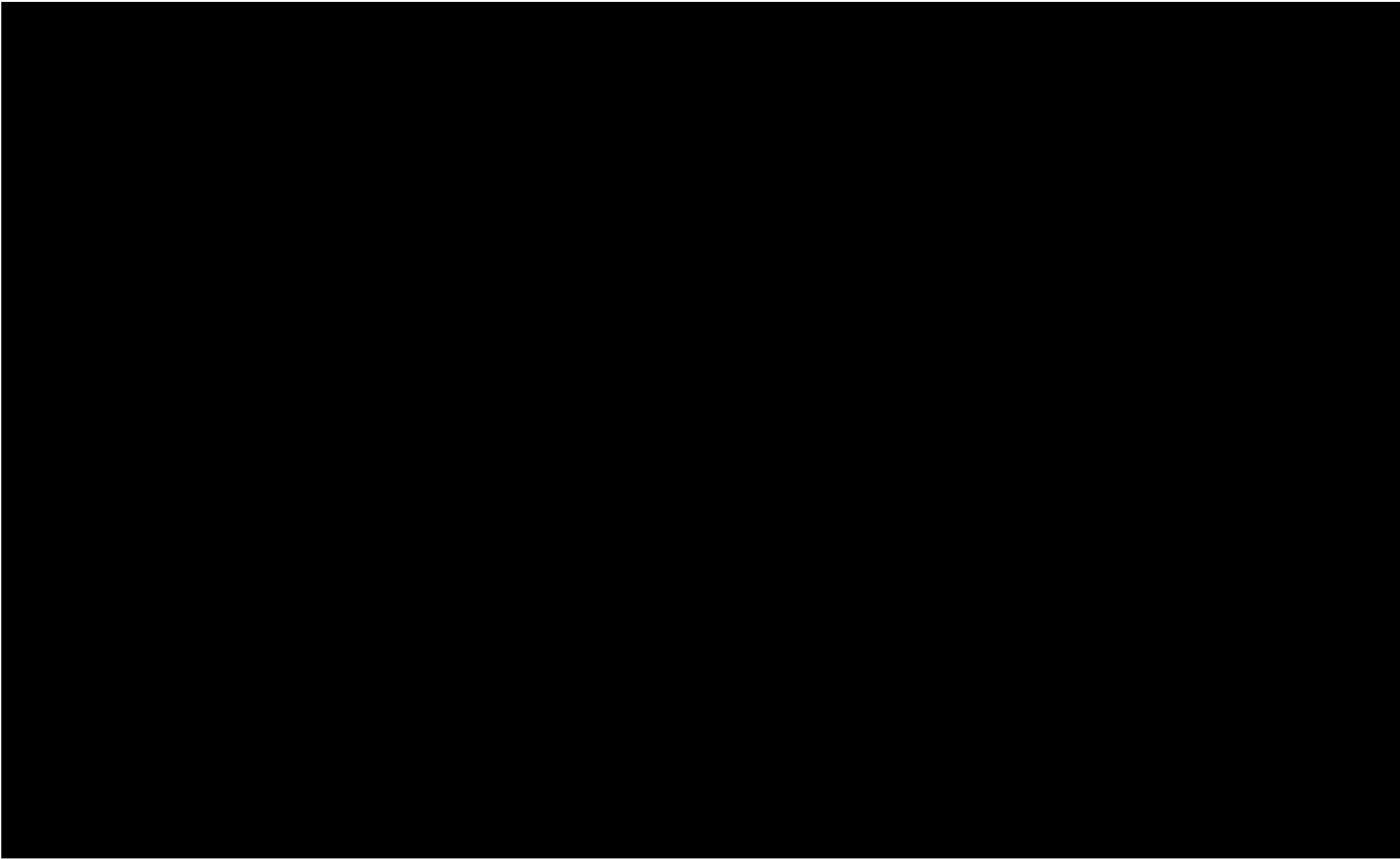


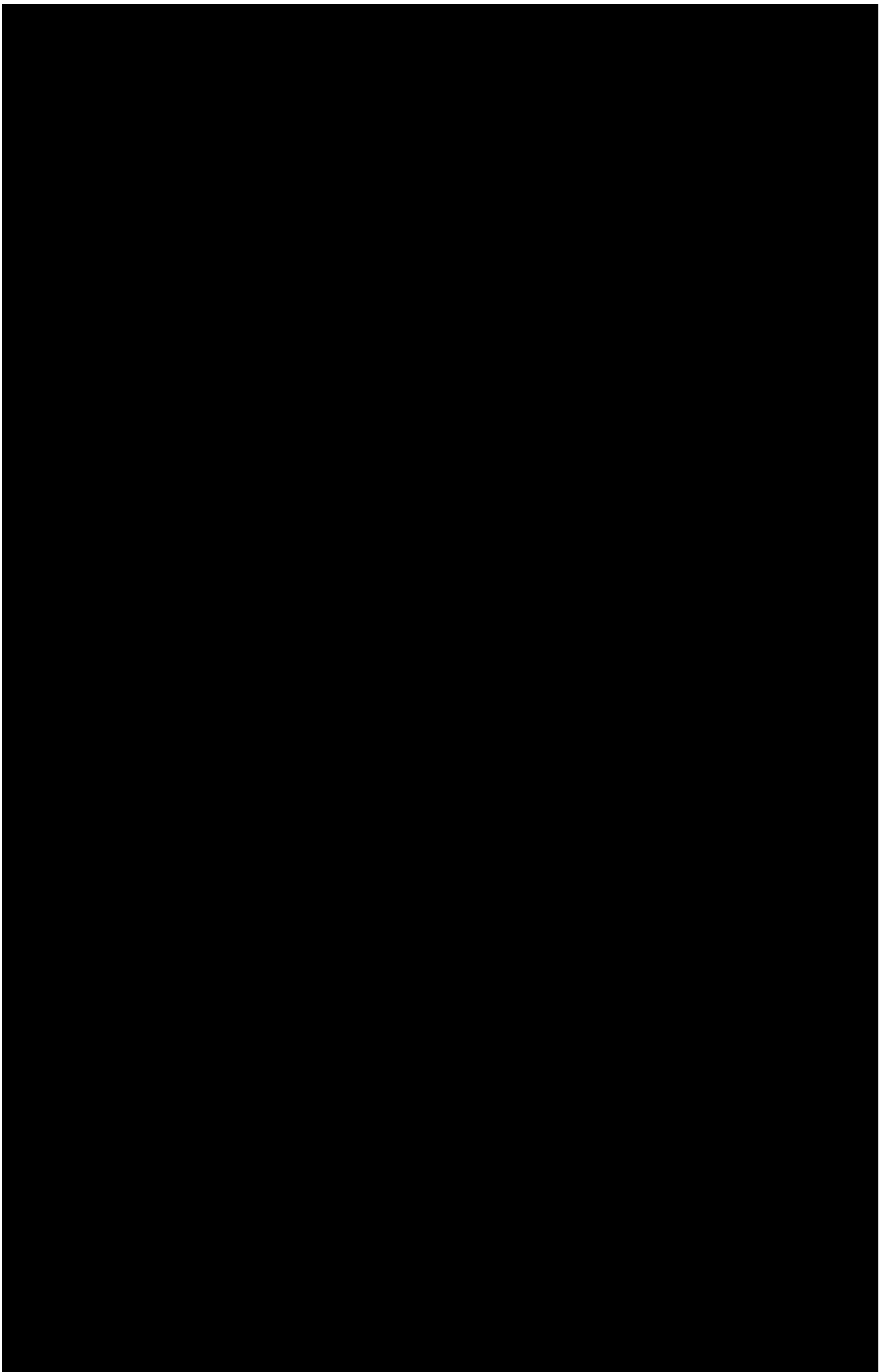


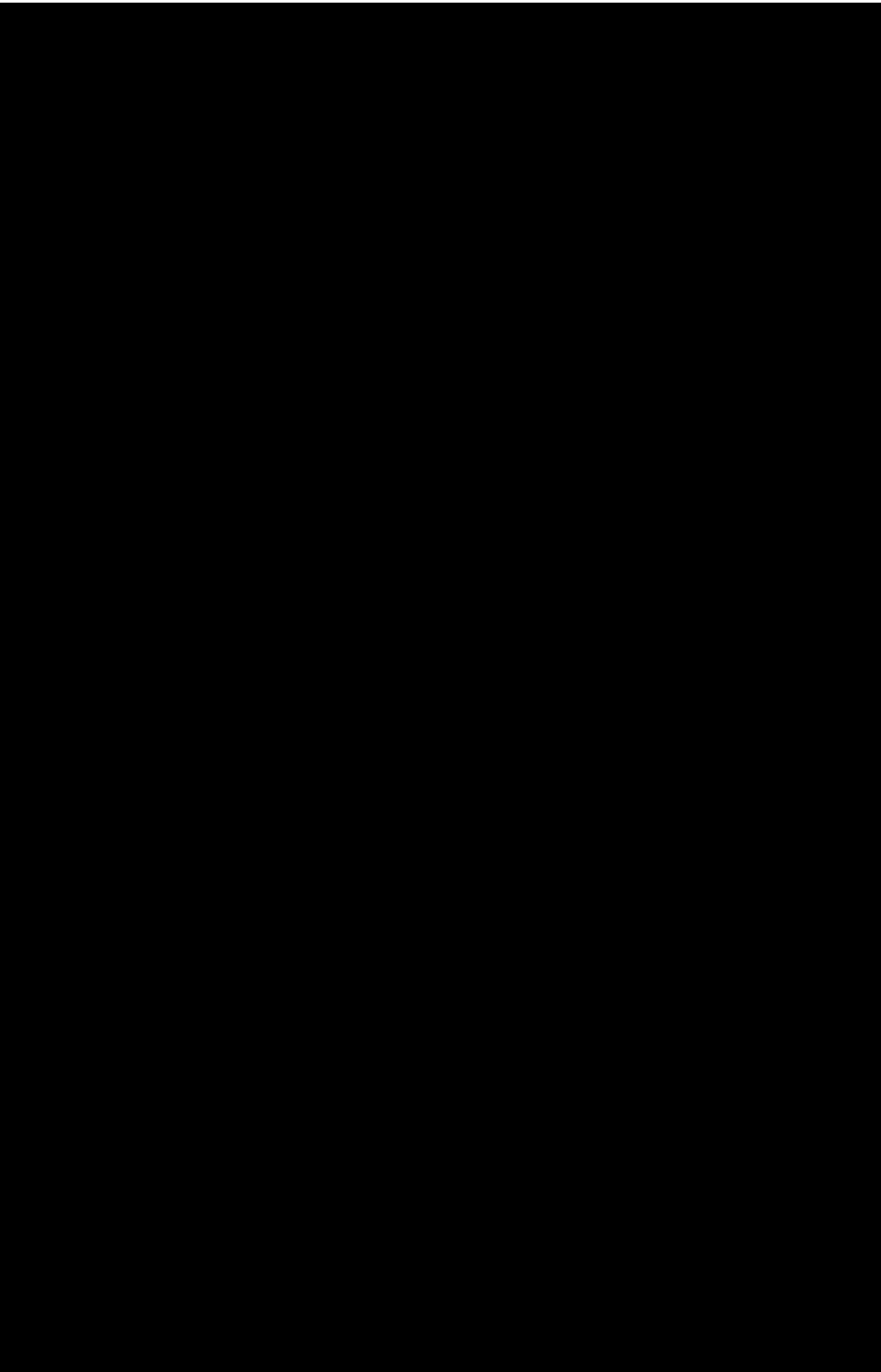




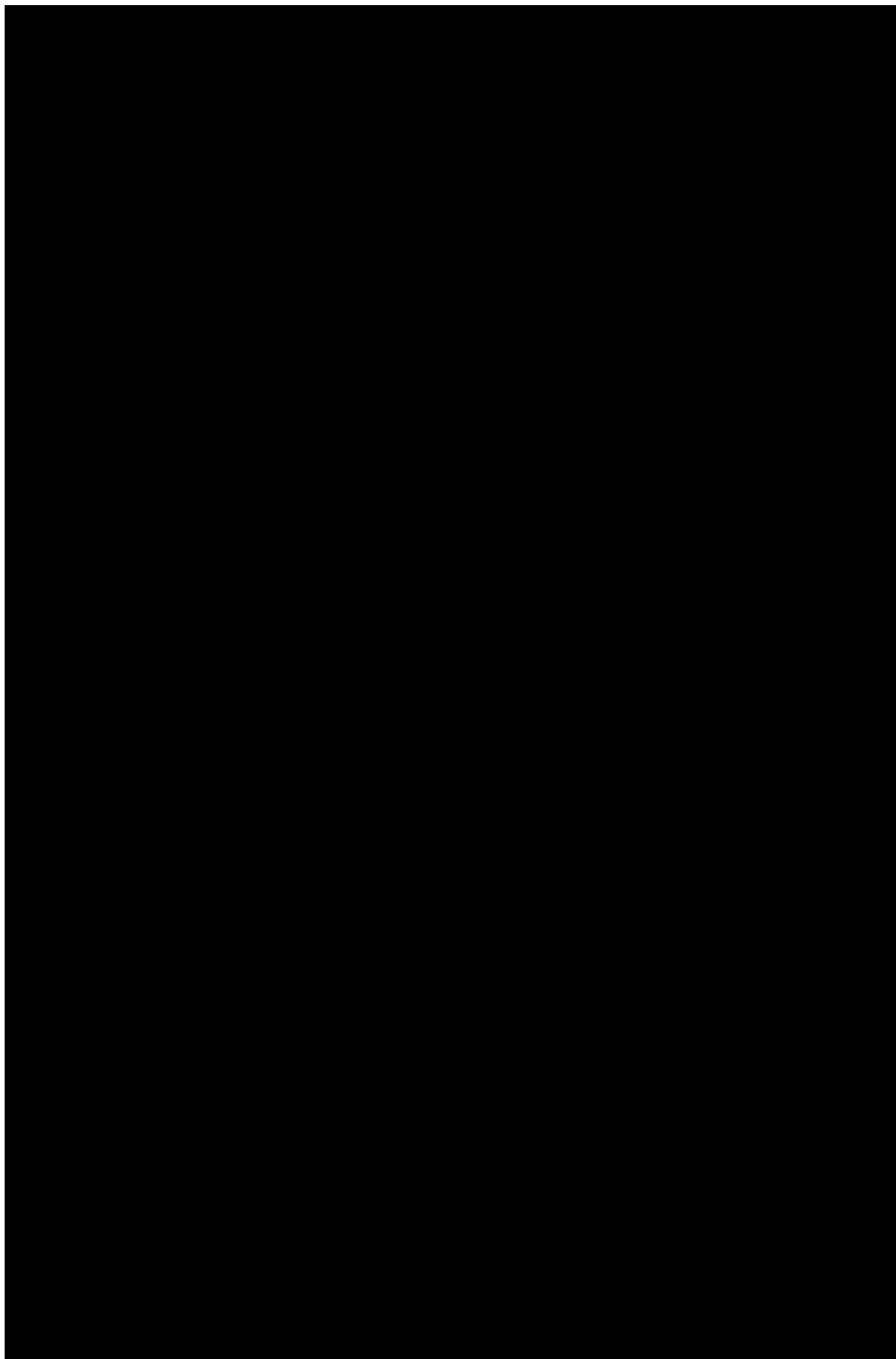


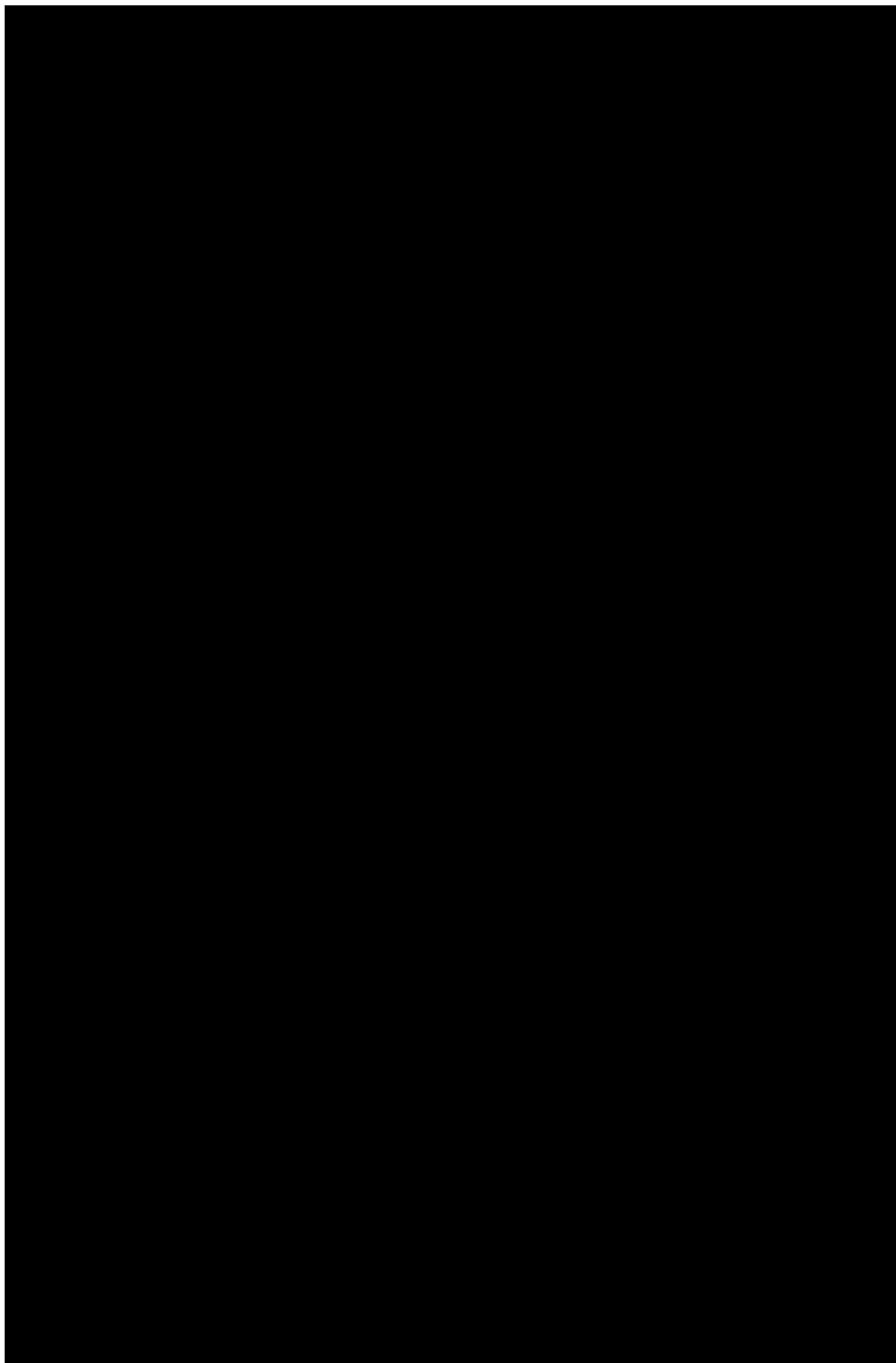


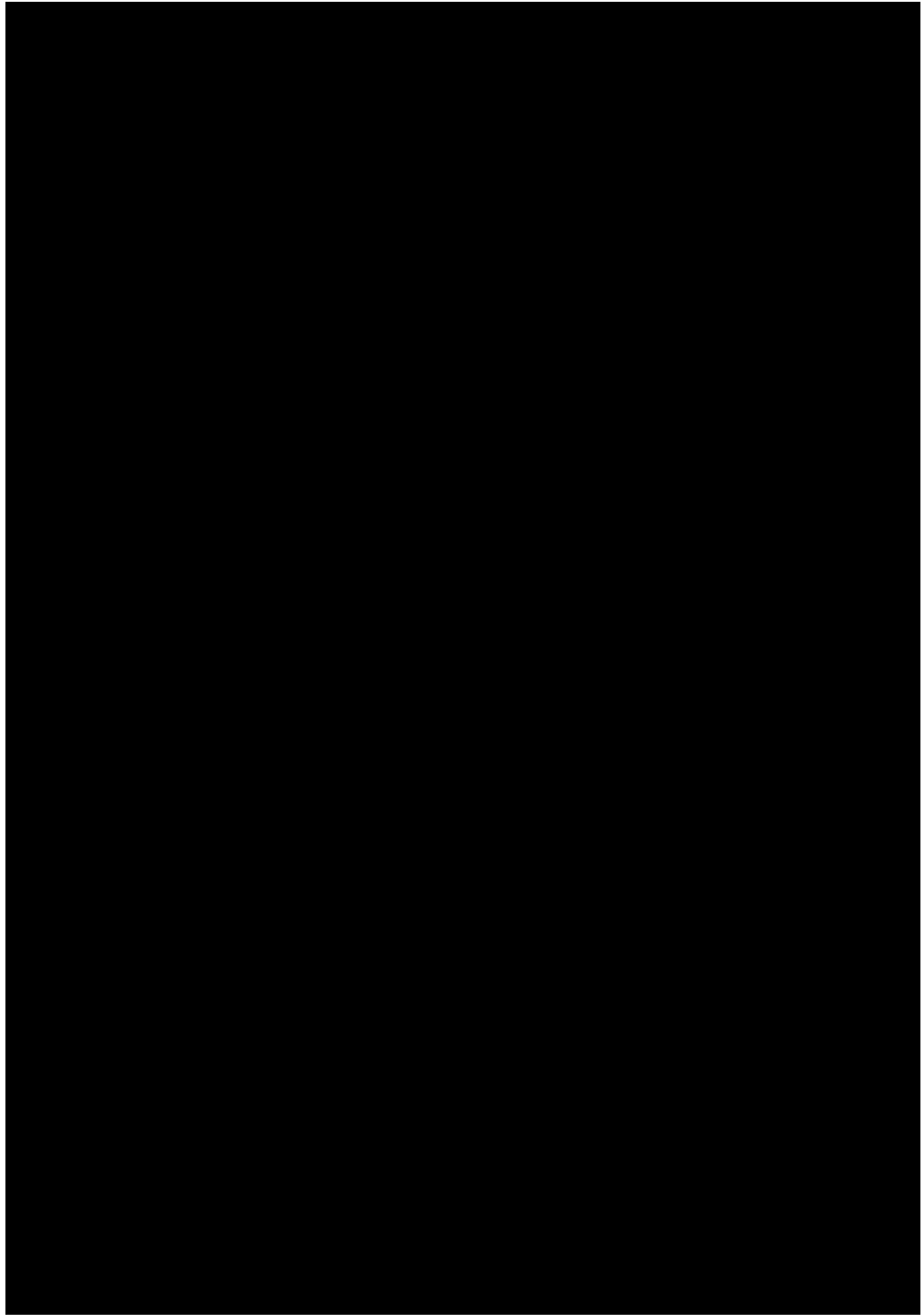


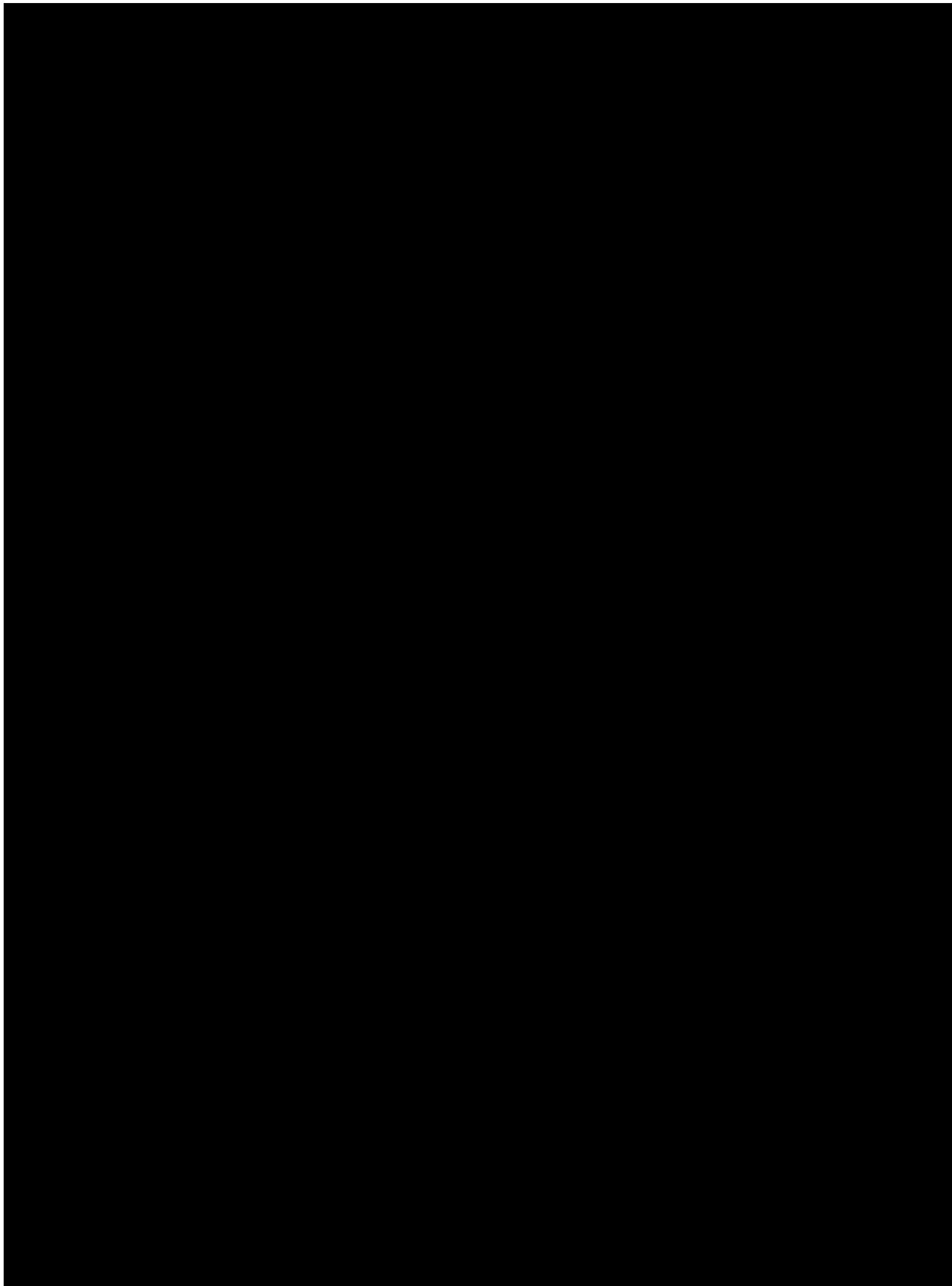


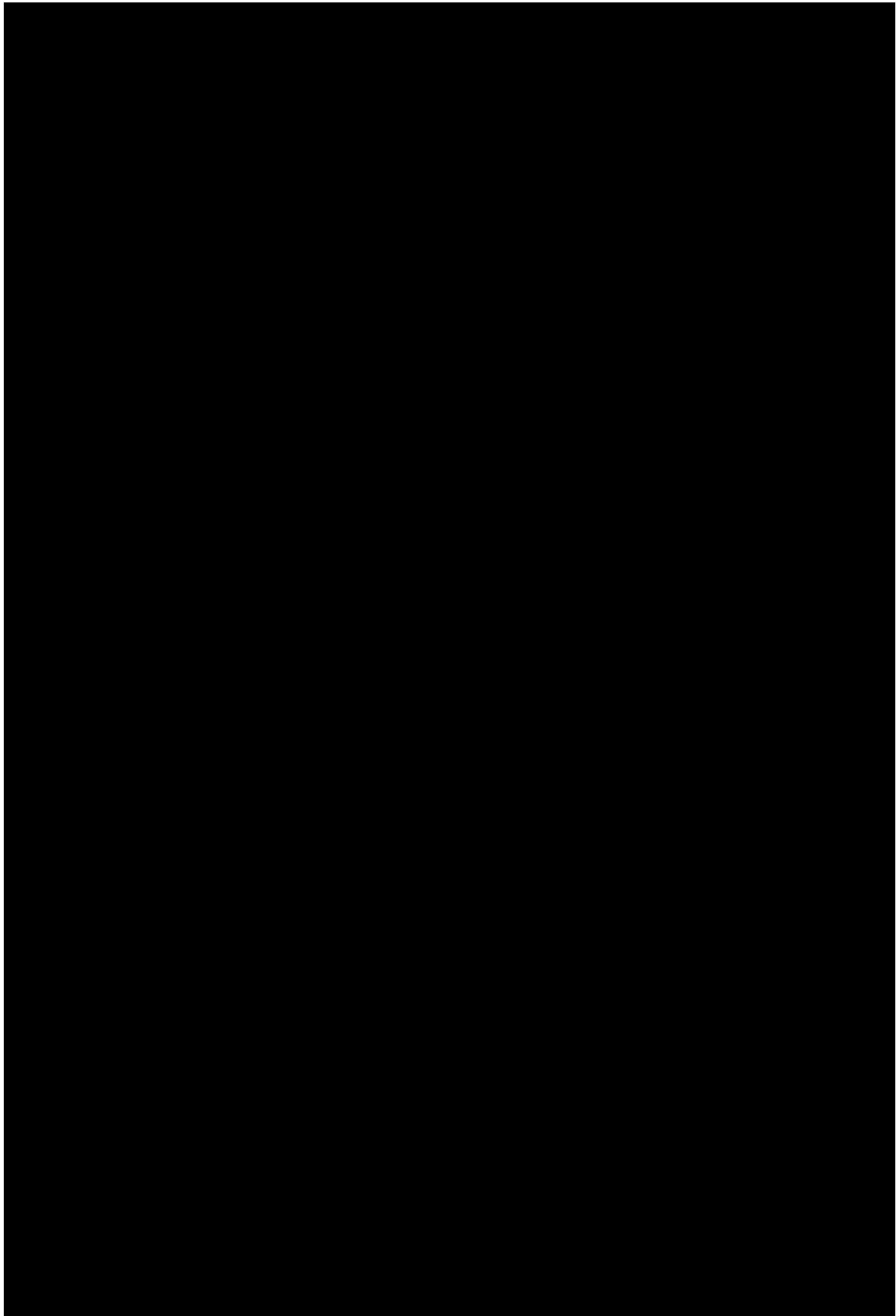


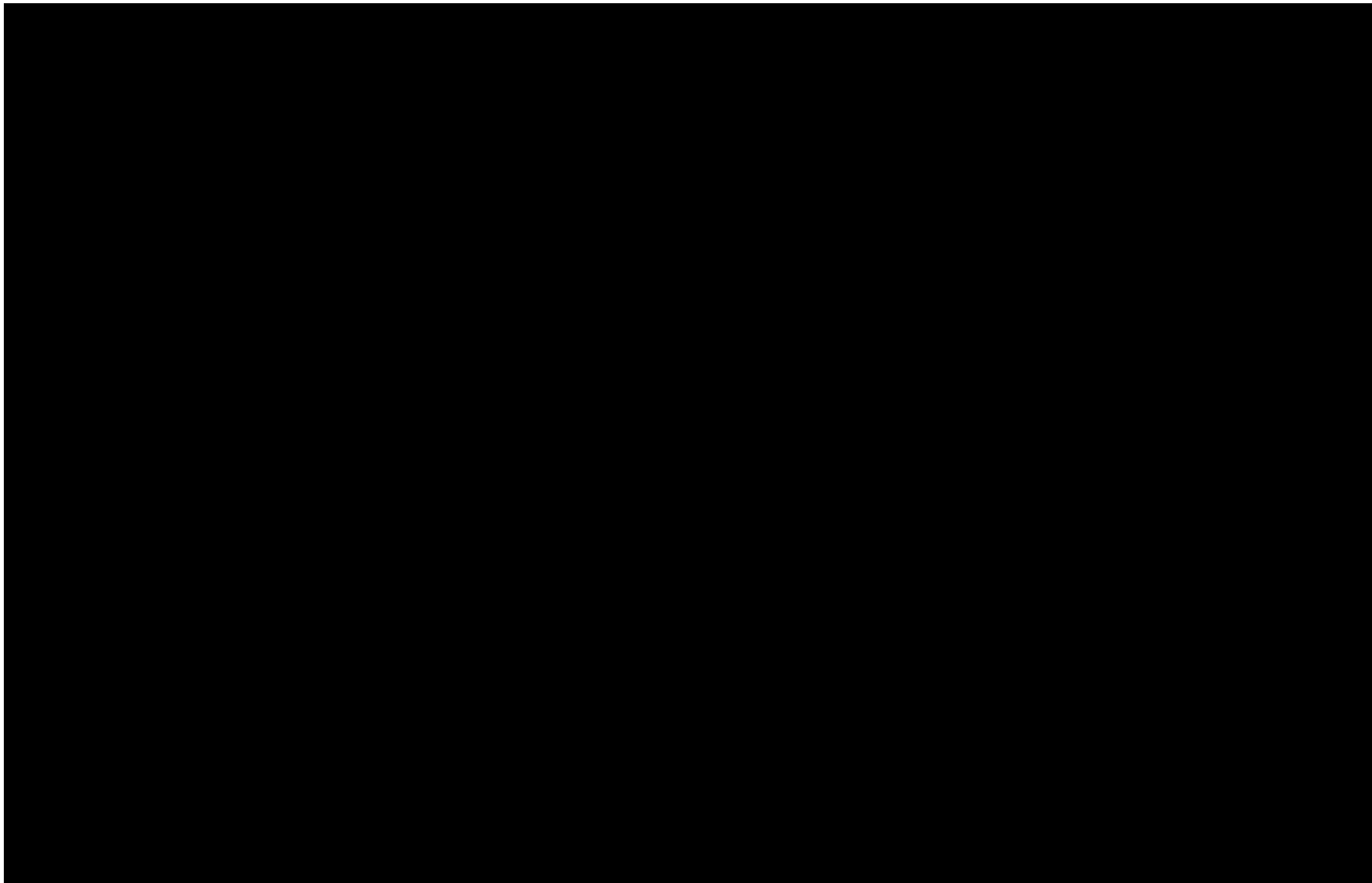


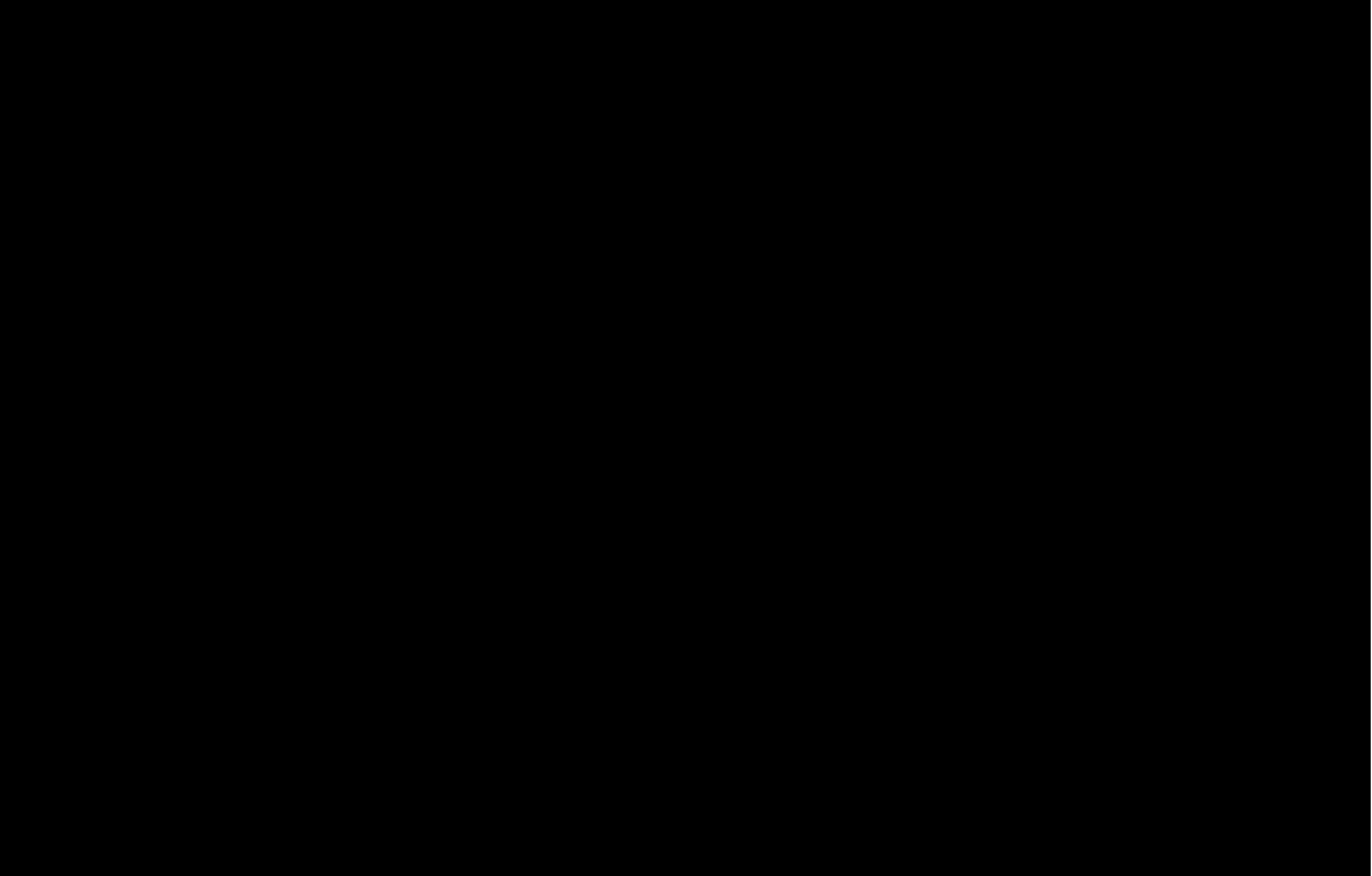


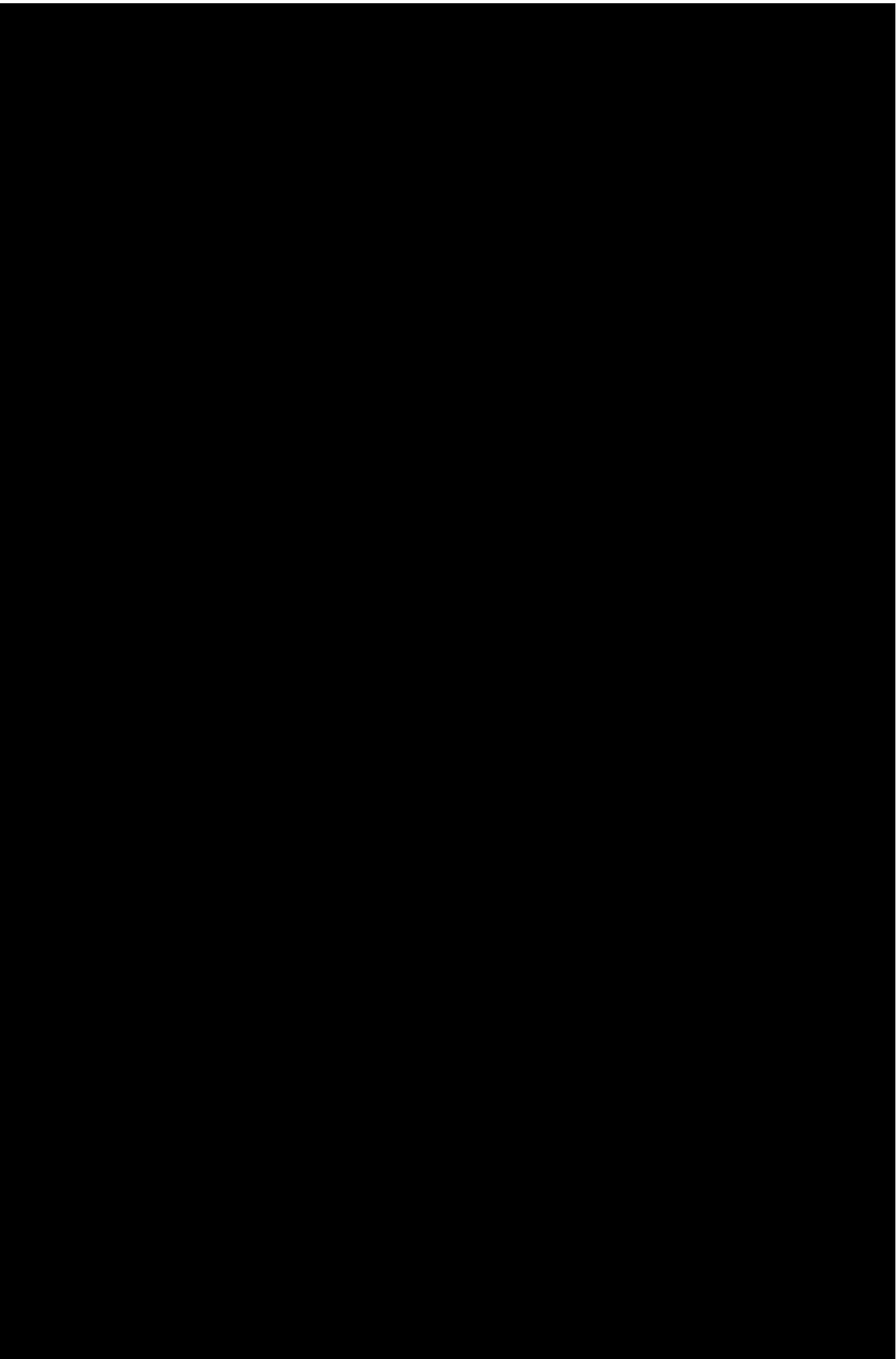


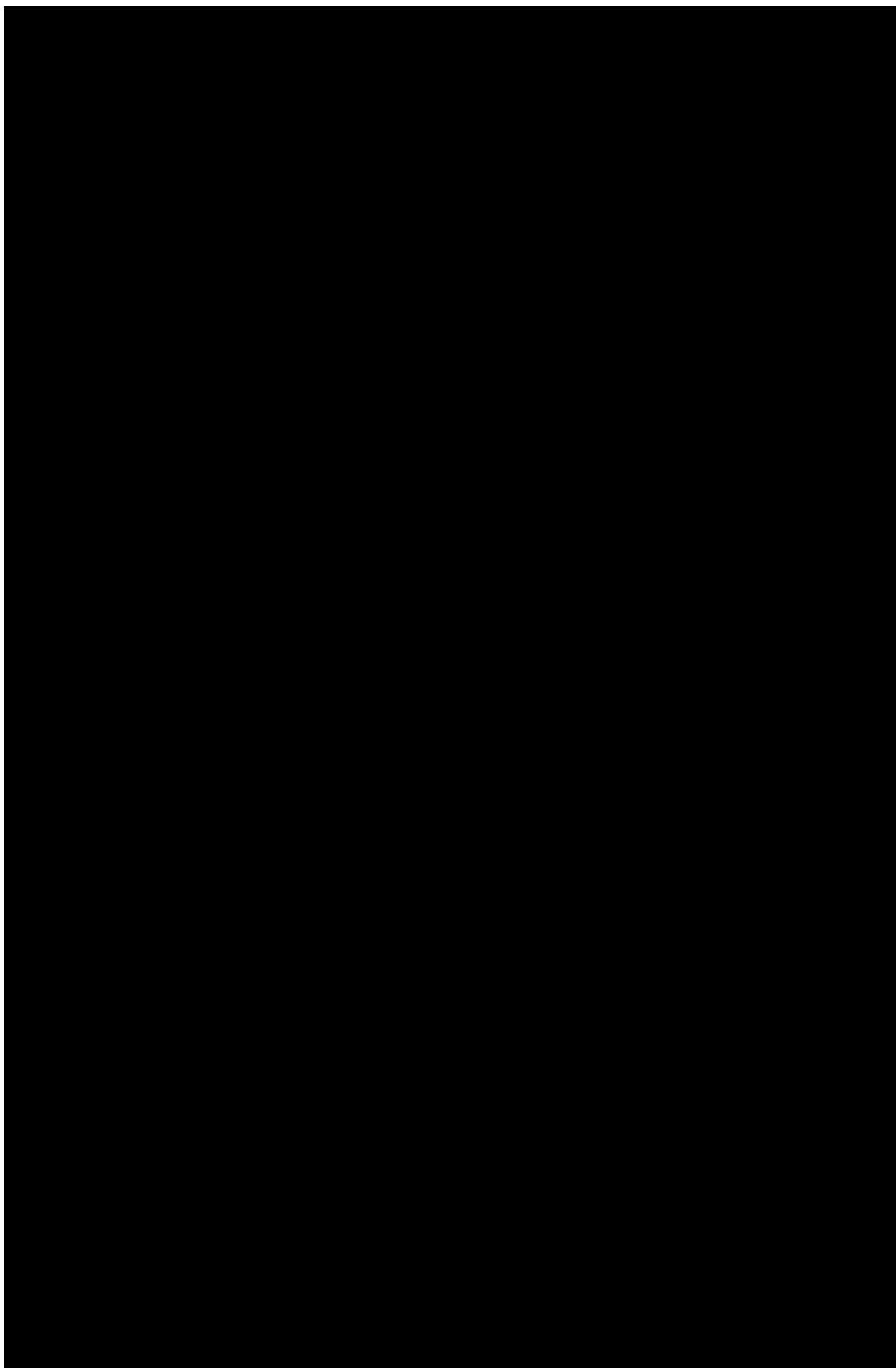


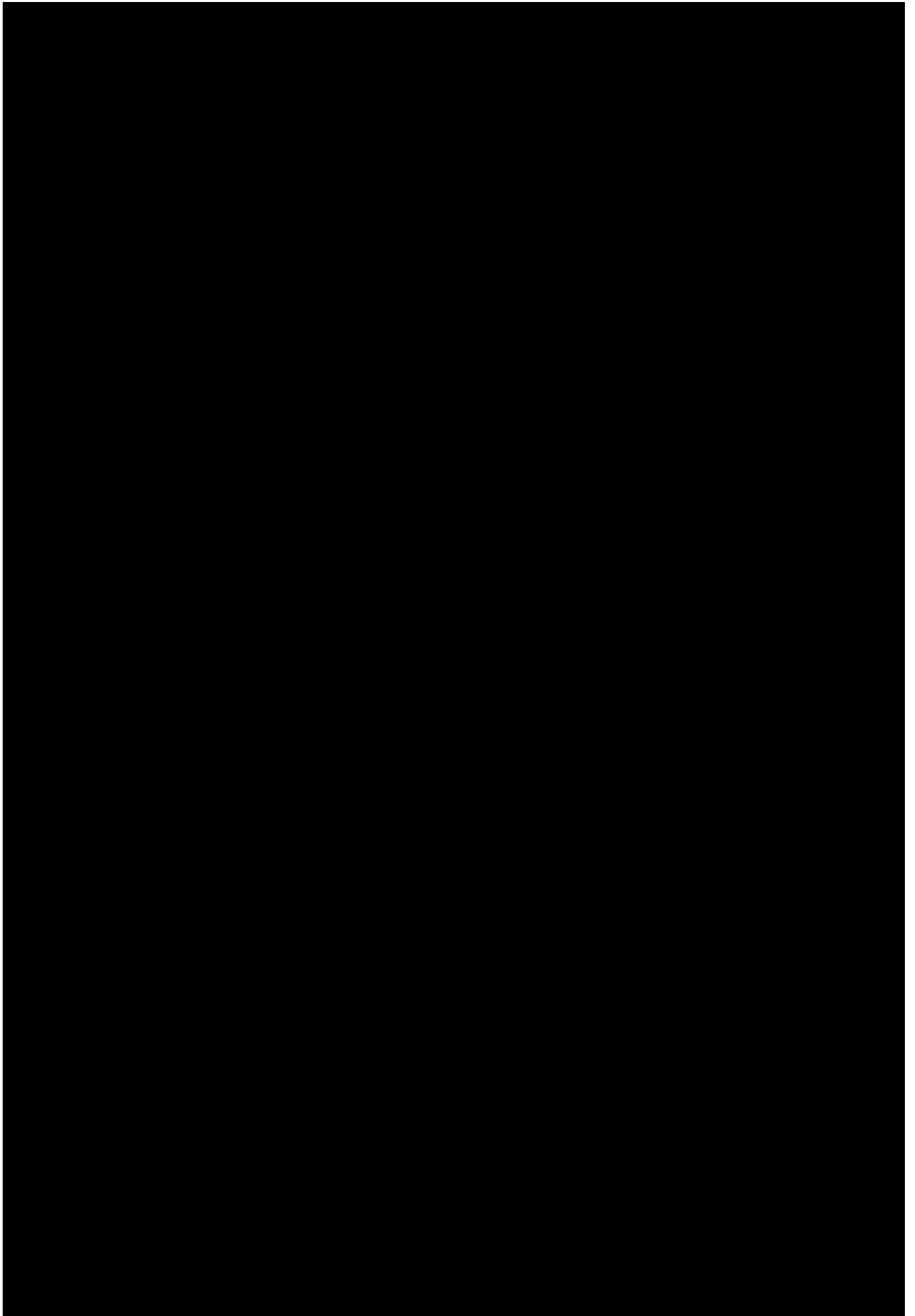












Order Schedule 5 (Pricing Details)

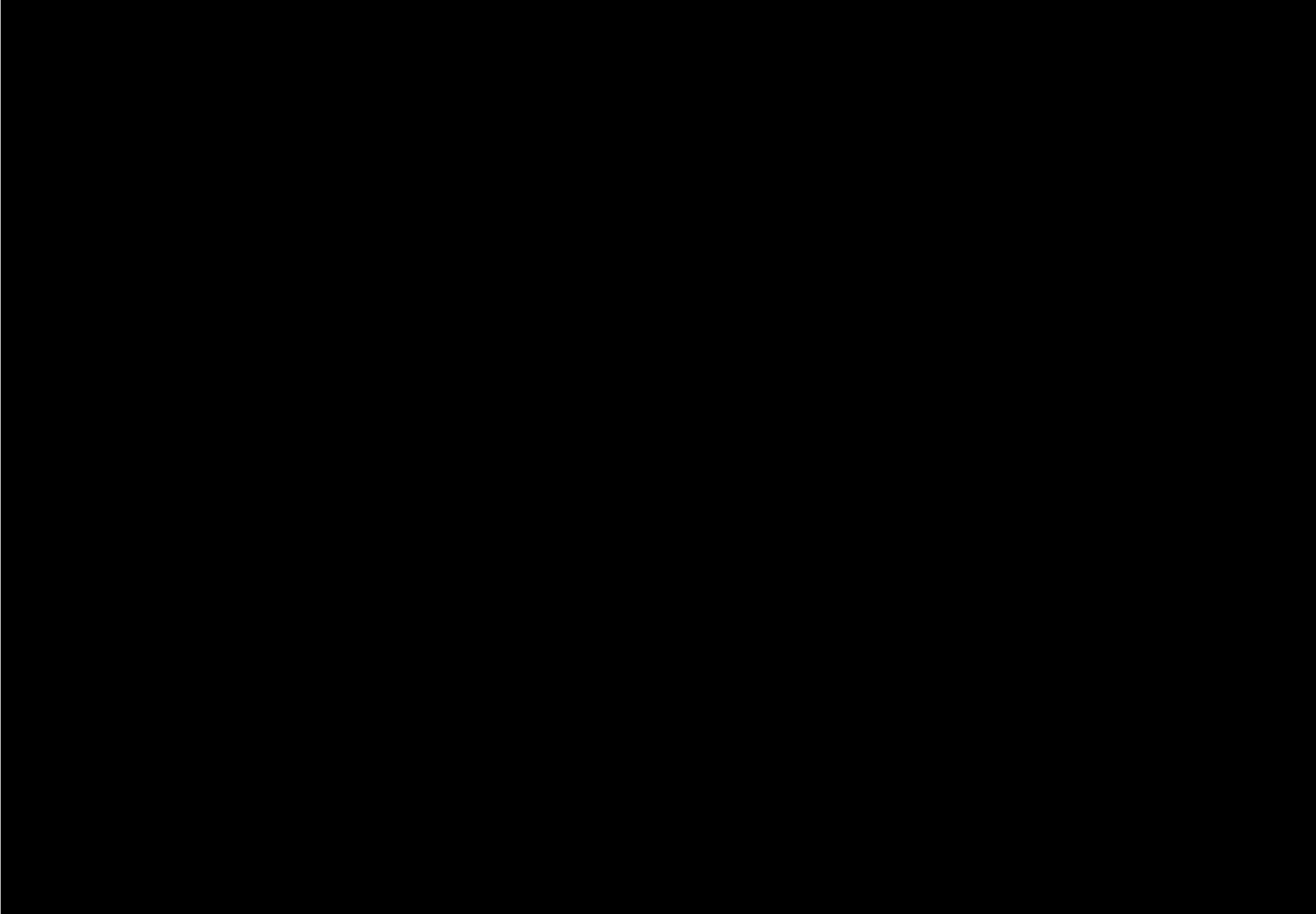
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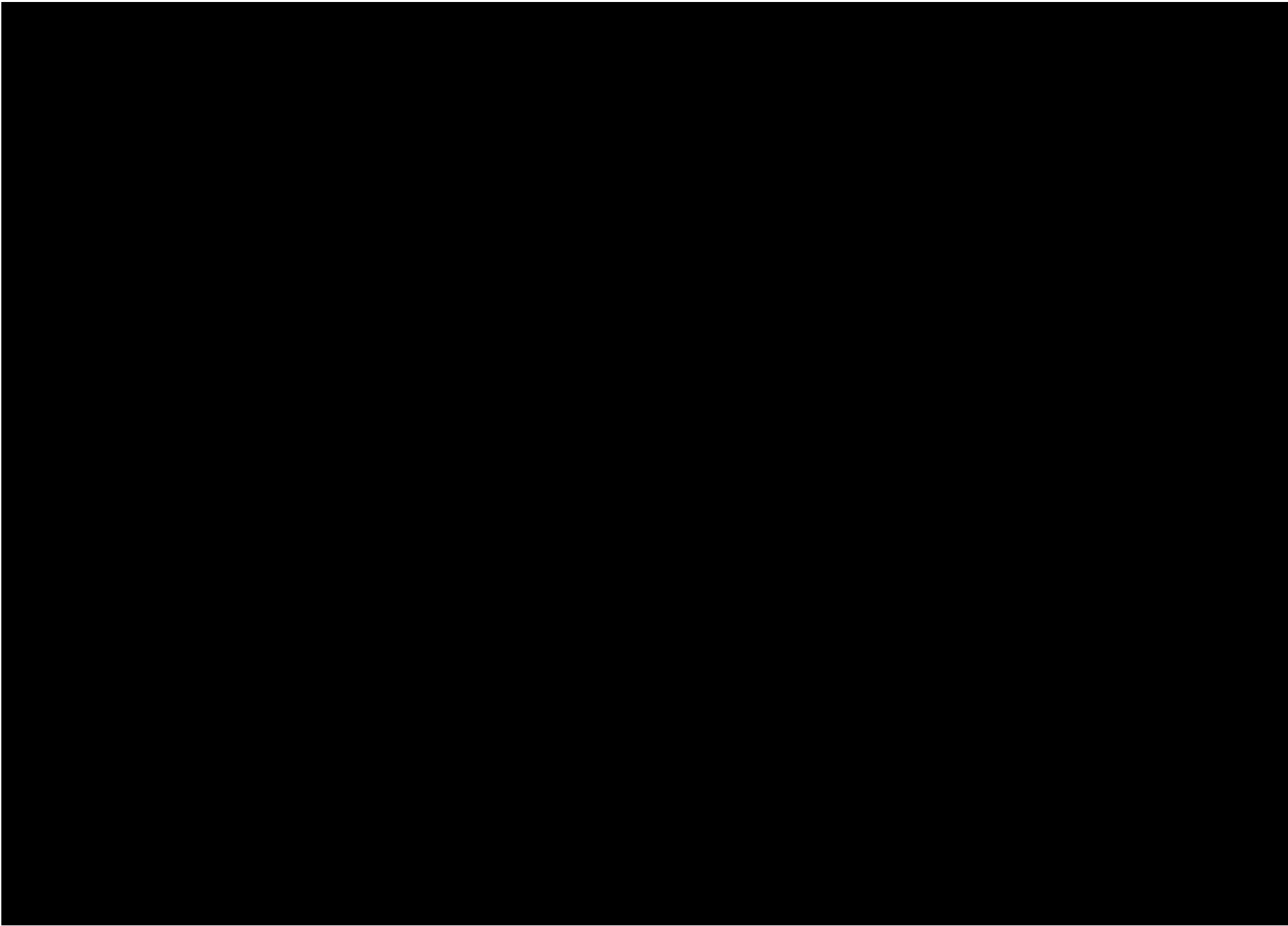
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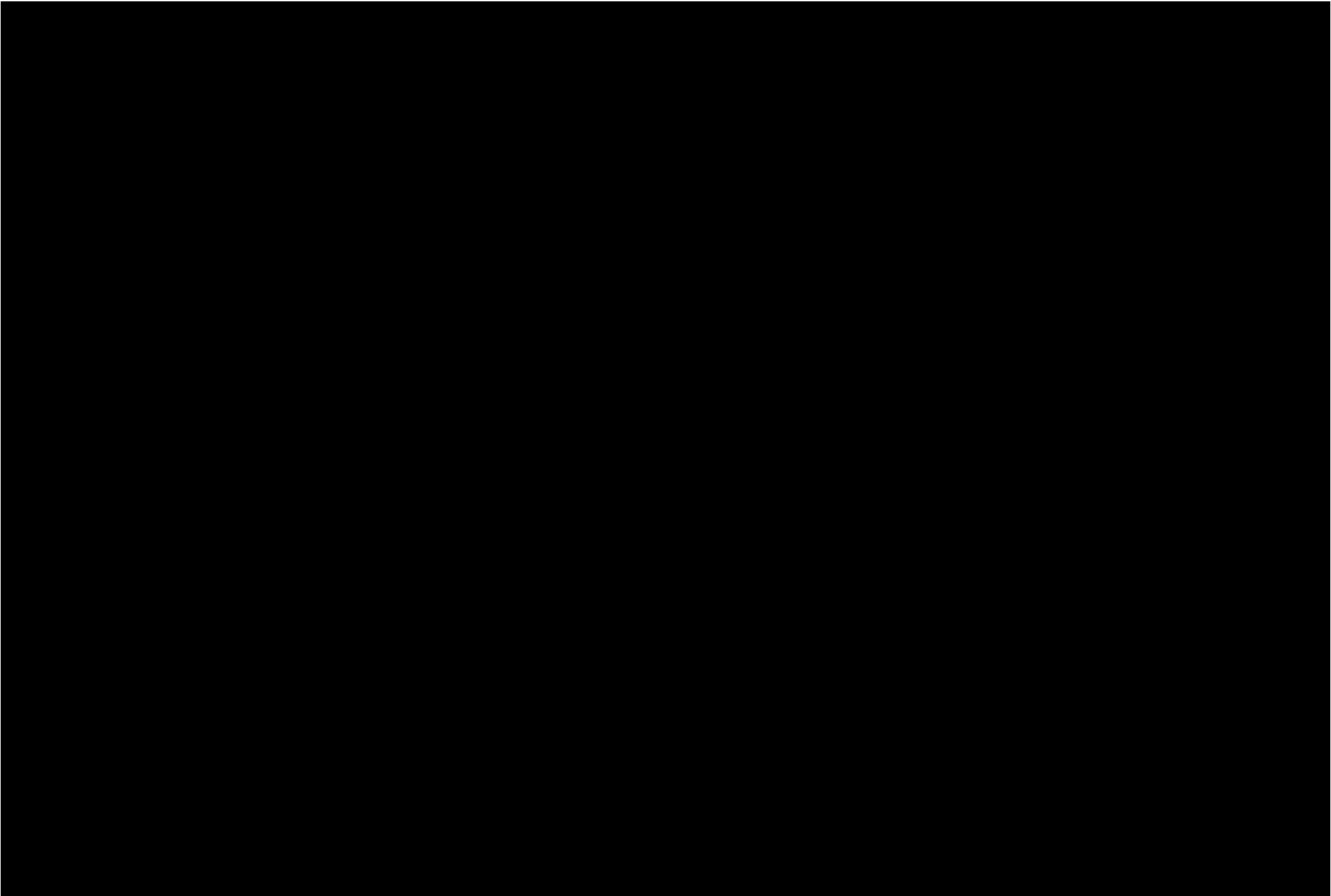
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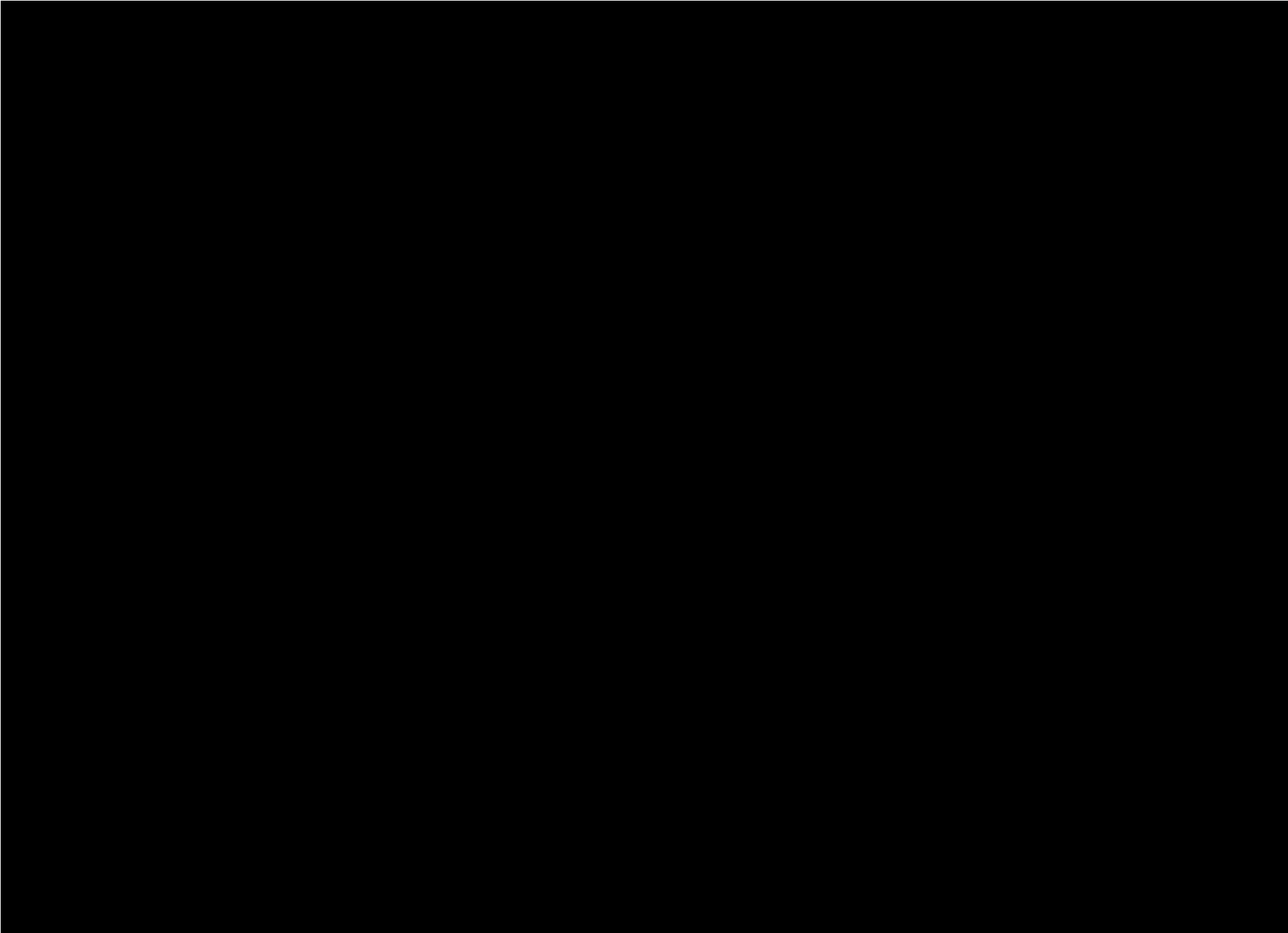
Sourcing Reference:	PS22234
Sourcing Document Title:	Boiler Upgrade Scheme (BUS) Evaluation Report
Bidder Name:	ICF Consulting Services Limited

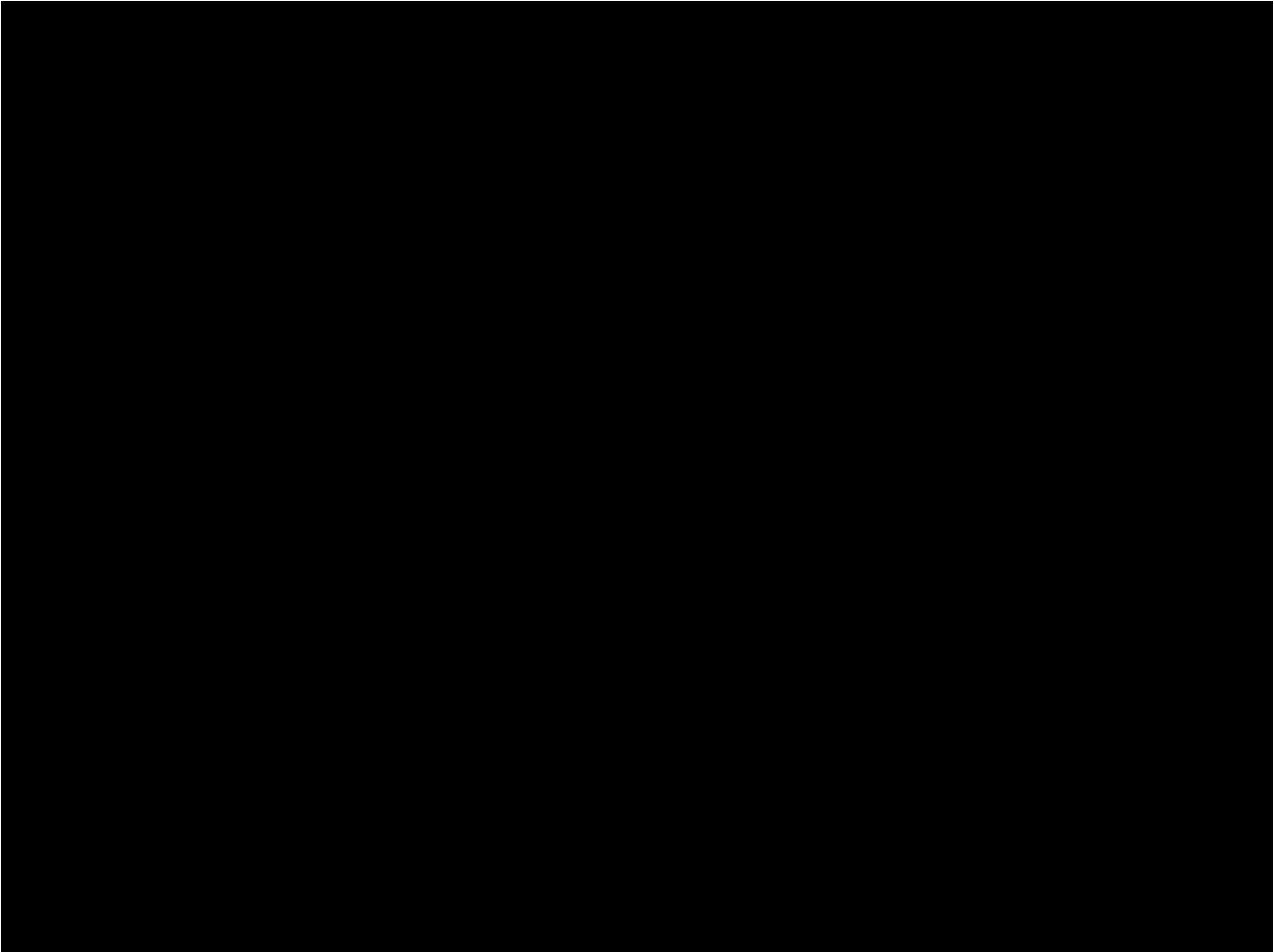
The cell B15 shall be used for evaluation purposes.
All prices shall be fixed and firm for the duration of the contract (4 years). Please note that these prices will be applied to the contract.











Order Schedule 7 (Key Supplier Staff)

Order Ref: PS22234

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

Order Schedule 7 (Key Supplier Staff)

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competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Staff	Contact Details

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation

to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

~~5.2.1~~ details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

~~5.2.12~~ access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

~~5.2.13~~ testing and management arrangements.

6. Review and changing the BCDR Plan

~~6.1~~ The Supplier shall review the BCDR Plan:

~~6.1.1~~ on a regular basis and as a minimum once every six (6) Months;

~~6.1.2~~ within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and

~~6.1.3~~ where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

~~6.2~~ Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

~~6.3~~ The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

~~6.4~~ Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report

and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- ~~6.5~~ The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- ~~7.1~~ The Supplier shall test the BCDR Plan:

~~7.1.1~~ regularly and in any event not less than once in every Contract Year;

~~7.1.2~~ in the event of any major reconfiguration of the Deliverables

~~7.1.3~~ at any time where the Buyer considers it necessary (acting in its sole discretion).

- ~~7.2~~ If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

- ~~7.3~~ The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- ~~7.4~~ The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

- ~~7.5~~ The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

~~7.5.1~~ the outcome of the test;

~~7.5.2~~ any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

~~7.5.3~~ the Supplier's proposals for remedying any such failures.

- ~~7.6~~ Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

Order Schedule 8 (Business Continuity and Disaster Recovery)

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8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Order Ref: PS22234

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Order Schedule 9 (Security)**Part A: Short Form Security Requirements****1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

Order Schedule 9 (Security)

Order Ref: PS22234

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- 2.3** Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4** If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1** The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1** is in accordance with the Law and this Contract;
 - 3.2.2** as a minimum demonstrates Good Industry Practice;
 - 3.2.3** meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4** where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan**4.1 Introduction**

- 4.1.1** The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Order Schedule 9 (Security)

Order Ref: PS22234

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4.2 Content of the Security Management Plan**4.2.1** The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph **Error! Reference source not found.** and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1** Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date

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Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a)** emerging changes in Good Industry Practice;
- (b)** any change or proposed change to the Deliverables and/or associated processes;
- (c)** where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- (d)** any new perceived or changed security threats; and
- (e)** any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- (a)** suggested improvements to the effectiveness of the Security Management Plan;

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- (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of

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this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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Order Schedule 10 (Exit Management)**1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1** The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2** During the Contract Period, the Supplier shall promptly:
- 2.2.1** create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2** create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
- ("Registers").**

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2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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- 4.2** The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3** The Exit Plan shall set out, as a minimum:
- 4.3.1** a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2** how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3** details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4** proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5** proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6** proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7** proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8** proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9** how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10** any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4** The Supplier shall:
- 4.4.1** maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a)** every six (6) months throughout the Contract Period; and
 - (b)** no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c)** as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

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- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

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6. Termination Assistance Period

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

7. Obligations when the contract is terminated

- 7.1** The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2** Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1** vacate any Buyer Premises;
 - 7.2.2** remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely

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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a)** such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b)** such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 8.1.1** terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2** (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1** which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2** which, if any, of:
 - (a)** the Exclusive Assets that are not Transferable Assets; and
 - (b)** the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3** which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

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in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3** With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4** Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5** Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1** procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2** procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6** The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7** The Buyer shall:
 - 8.7.1** accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2** once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8** The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9** The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of

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assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 15 (Order Contract Management)

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Order Schedule 15 (Order Contract Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

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Order Schedule 20 (Order Specification)

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Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract.

Background to the programme

As part of global efforts to tackle climate change, the Government has committed to reducing the UK's carbon emissions to net zero by 2050. In order to reach this ambitious target, virtually all heating in buildings will need to be decarbonised. This is because one third of the UK's carbon emissions are generated by fossil fuels being burnt to heat homes and businesses. There are various low carbon heating systems available which can replace fossil fuel heating in buildings, including but not limited to heat pumps and biomass boilers.

The Boiler Upgrade Scheme (BUS) is part of a package of measures designed to incentivise property owners to switch to low carbon heat systems. Under the scheme, installers can apply on behalf of a property owner for a grant towards the cost of installing a heat pump or (in certain limited circumstances) a biomass boiler. To be eligible, the new system must be replacing a fossil fuel heating system such as an oil or gas boiler, or a direct electric heating system such as storage heaters. Existing heat pump or biomass systems are not eligible to be replaced. The scheme is targeted at privately owned residential homes¹; small non-domestic properties are also eligible.

Property owners can get:

- £5,000 off the cost and installation of an air source heat pump
- £5,000 off the cost and installation of a biomass boiler
- £6,000 off the cost and installation of a ground source heat pump.

Currently, the low carbon heating sector is relatively small, and generally cannot compete on cost with conventional heating technologies such as gas boilers. The aim of BUS is to increase the amount of low carbon heating systems being installed by using a financial incentive, which will stimulate demand and grow the supply chain. Subsidies are required now to narrow the cost gap between conventional and low carbon heating systems and stimulate sector growth, which is expected to lead to a reduction in the market price of low carbon heating technologies. This will help to lay the groundwork for a gradual, widespread replacement of fossil fuel heating systems with low carbon heating systems in the future.

The BUS scheme follows on from the [Domestic Renewable Heat Incentive \(DRHI\)](#) scheme, which provided property owners with payments based on the amount of renewable heat generated over seven years but no help with upfront installation costs (unless applying using [Assignment of Rights](#)). The DRHI closed to new applicants in March 2022.

The BUS scheme has three main objectives:

¹ Homes that are rented to tenants are eligible, but the property owner has to provide consent for the installer to apply for the BUS grant on their behalf.

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- Support continued deployment of low carbon heating systems in homes, and some small non-domestic buildings, following the closure of the DRHI (up to 90,000 installations in total between 2022 and 2025).
- Contribute to decarbonising heating in the UK and to meeting carbon budgets by delivering up to 1.1 MtCO₂e of carbon savings over Carbon Budgets 4 and 5, and 2.6 MtCO₂e over its lifetime.
- Expand the existing low carbon heat market and supply chain to support the mass roll out of low carbon heating technology, by supporting an average of 2,100 direct FTE (full-time equivalent jobs) and 1,800 indirect FTE per year between 2022/23 and 2024/25.

BUS launched in Spring 2022 and funding of £450 million is committed for three years, with the budget split equally across each year. The additionality assumption in the [Impact Assessment](#) is 70%; in other words, it is assumed that 70% of BUS installations would not otherwise have happened if the scheme did not exist. The BUS scheme applies to England and Wales.

BUS may be subjected to various amendments over its lifetime, such as changes to the grant levels, implementation of budget management tools such as quarterly caps, and amendments to the policy, for example to the eligibility criteria.

The BUS grants are in addition to the 0% rate of VAT on the installation of heat pumps and biomass boilers, which was announced by the Chancellor in March 2022 and will last for five years.

How the technologies work

An air source heat pump (ASHP)² takes heat at a low temperature from the air, increases that heat to a higher temperature and transfers it into the home to provide heating and hot water. Heat pumps are powered by electricity, which is increasingly being generated from renewable energy sources.

Ground source heat pumps (GSHPs) work in a similar way but take heat from the ground. A loop of pipe is either inserted into a borehole or laid in horizontal trenches, so suitable outdoor space is required. They also have higher capital costs than ASHPs, making them an impractical choice for most UK homes. BEIS includes water source heat pumps in the same category as GSHPs.

Biomass boilers burn pellets, logs or wood chips. To ensure air quality is managed, the BUS scheme will only fund biomass boilers in rural properties with no connection to the gas grid, which have an emissions certificate showing that polluting emissions are kept to a minimum.

Given costs and practical considerations, it is expected that the vast majority of BUS grants will be for ASHPs, [as they were under the DRHI](#). Therefore, throughout the remainder of this

² Air-to-air heat pumps are not eligible under BUS; air-to-water heat pumps are eligible. Air-to-water heat pumps extract heat from outside air and transfer it to water, which heats rooms via radiators or underfloor heating. They can also heat water stored in a hot water cylinder.

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document, the term “heat pumps” will be used as a shorthand term for technologies being installed under BUS.

Practicalities

The current market cost of an ASHP (parts and installation) ranges from £7,000 to £14,000³. It is anticipated that prices will fall over time as the sector grows in size with the help of BUS.

A building may require energy efficiency improvements (such as cavity wall or loft insulation) to enable the heat pump to function efficiently. Heat pumps work best in well-insulated buildings. Separate government funding is available for low-income households to improve insulation⁴.

BEIS analysis suggests that around 90% of the UK housing stock is technically suitable for a heat pump⁵. However, heat pumps may not be the most suitable technology for all these buildings; for example, if there is little outside space, or the cost of energy efficiency measures would be prohibitively expensive.

To be eligible for BUS, the property must have a current energy performance certificate (EPC) with no outstanding recommendations for loft or cavity wall insulation.

The BUS scheme is installer-led. Once an installer has assessed a property as being eligible for the BUS and suitable for a heat pump, they apply for a voucher on behalf of the property owner. After the heat pump is installed and “commissioned” (i.e. up and running), the installer then redeems the voucher and receives the grant money directly. The installer can either invoice the customer the cost minus the grant amount (BEIS’s preferred approach) or invoice the customer for the full amount and refund them once the grant is received. The evaluation will investigate which is more prevalent.

Installers who wish to participate in the BUS scheme must be certified by the [Microgeneration Certification Scheme \(MCS\)](#). MCS are a standards organisation which maintains and improves quality by certifying low carbon energy technologies and contractors including heat pumps, solar, biomass, wind and battery storage.

BUS is administered by Ofgem. Ofgem respond to installer and consumer enquiries, register installers on to the scheme, process BUS voucher applications from installers, conduct audit and compliance activities, and pay out grant funding.

Thanks to their superior efficiency compared to fossil fuel boilers, running costs for heat pumps can be comparable to existing heating systems when they are installed to the relevant standards and in a well-insulated home. The current higher cost of electricity relative to gas

³ See page 104 of the [Heat and Buildings Strategy](#)

⁴ Such as the [Energy Company Obligation](#), [Home Upgrade Grant](#) and [Social Housing Decarbonation Fund](#)

⁵ BEIS modelling using National Household Model data which found that 90% of properties have sufficient energy efficiency and internal electrical connection capacity to support a heat pump. The modelling did not consider the impact of additional constraints such as space or noise. Figure from the Impact Assessment of a market-based mechanism for low-carbon heat
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1026488/heat-market-mechanism-impact-assessment.pdf

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means that, in some homes, installing a heat pump may initially lead to higher running costs. However, the government is working on rebalancing energy costs to ensure that heat pumps are no more expensive to operate than a gas boiler and will be comparatively cheap to run over time.

Installers participating in the scheme are required to provide customers with an estimate of the annual energy performance of the system before the point that the contract is awarded to allow them to make an informed decision about whether to go ahead with their installation.

Aims and Objectives of the Project

Key skills required from bidders

BEIS welcomes bids from suppliers (including consortia) with the following skills:

- Social research and evaluation expertise.
- Familiarity with low-carbon technologies.
- Research project management expertise.
- Familiarity with interpreting cost-benefit analysis and delivering value-for-money analysis.

Aims of the evaluation

This document sets out the requirements for the delivery of an evaluation of the BUS scheme, encompassing process, impact, outcome and economic elements. The evaluation will complement BEIS's internal ongoing monitoring of the scheme.

The BUS evaluation aims are to:

1. Examine the extent to which the BUS met its objectives.
2. Provide evidence of the impacts achieved by the scheme to support both benefits reporting and design of future policies.
3. Provide evidence to understand the barriers and opportunities experienced during delivery to support policy improvements and the design of future policies.
4. Support an assessment of the value-for-money of the BUS policy.

The evaluation work will be carried out between February 2023 and March 2026.

Evaluation components

The evaluation will comprise process, impact, outcome and economic evaluation components.

Process evaluation

The process component of the evaluation seeks to explore the effect of policy design on meeting the objectives and the extent to which delivery is effective. Most of its activities and

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outputs should be frontloaded to enable findings from the process evaluation to be produced at such a point in policy delivery, that they can feasibly yield recommendations and shape amendments which could improve a significant period of delivery.

Proposed methods for answering the process evaluation questions, which are set out below, include ongoing surveys of BUS installers and property owners, qualitative interviews, and analysis of Ofgem data. These activities would address several questions, including satisfaction with Ofgem's administration of the scheme, how easy or difficult it was for property owners to find an installer for their BUS installation, and the different beginning-to-end customer journeys that property owners went on.

Impact evaluation

This part of the evaluation will examine the impact of BUS and the extent to which the scheme has met its objectives.

Key impacts (heat pumps installed, carbon abated, jobs supported):

BEIS are keen to hear proposals for quasi-experimental methods for measuring the key impacts of BUS, which are: heat pumps installed, carbon abated, and jobs supported⁶. Quasi-experimental approaches would provide robust causal evidence of the additionality of BUS: that is, key impacts that occurred because of BUS, that would not have happened otherwise.

BEIS realises that it is not straightforward to identify quasi-experimental methods for capturing the key impacts of BUS. Suppliers are still encouraged to bid if they conclude that quasi-experimental approaches are not feasible for some or all of these key impacts. BEIS does not propose theory-based approaches in the absence of quasi-experimental approaches. This is because the delivery mechanisms being used for the BUS scheme are sufficiently well-evidenced that BEIS feels a theory-based approach to measuring key impacts would be disproportionate, considering the amount of resource required to deliver it versus the value added. Instead, the winning supplier would gather indicative evidence and generate descriptive findings for key impacts, but this would not be framed by a theory-based approach. BEIS recognises that under this scenario, it would not be possible to robustly analyse the causal mechanisms which generated change and the questions posed in the impact evaluation would more closely resemble those of an outcome evaluation in the analysis and reporting.

Other impacts:

Alongside the key impacts, the evaluation will seek to answer various other impact evaluation questions such as the impact of BUS on heat pump costs and sufficiency of grant levels. BEIS proposes that to answer these questions, indicative evidence is gathered through activities such as surveys and qualitative interviews, leading to descriptive findings only. As above, BEIS feels that a theory-based approach to assessing other impacts would be disproportionate because the effort required would outweigh the value added.

⁶ Specifically, BEIS are looking for quasi-experimental methods to measure additionality (impacts that would not have occurred in the absence of BUS), using a control group as a comparison.

BEIS is open to suggestions for quasi-experimental methods for answering a small number of the other impact questions (where it is practical and insightful to do so), as long as this could be incorporated within quasi-experimental work that is already being proposed for key impact(s), without requiring a new technique, whole additional reports or any additional data collection exercises. While BEIS would value suggestions for a small number of quasi-experimental techniques to analyse some of the other impacts, they do not want bidders to suggest quasi-experimental methods for assessing all impacts.

The context within which BUS operates:

For all impacts being assessed, bidders are encouraged to bear in mind the wider contextual landscape within which BUS operates (e.g. the state of the economy, cost of living crisis, political uncertainty, other circumstantial factors). Bidders should consider how they would attempt to disentangle BUS impacts from wider influencing factors, as much as is possible in the absence of a theory-based framework.

Outcome evaluation

The evaluation will consider a number of outcome questions, such as how much low-carbon heating has been installed under BUS, and the extent to which expectations regarding the types of fossil fuel technologies that are replaced under BUS held true.

A final objective, impact and outcome analysis report is proposed, which would be a single report covering both impacts and outcomes. This will draw mainly on evidence from the impact and outcome evaluation components and analysis of monitoring data, but to a lesser extent the process and economic evaluation components also.

Economic evaluation

Towards the end of the policy, Green Book compliant cost-benefit analysis will be carried out in-house by BEIS analysts. The winning supplier will support this process by contributing evidence about the extent to which BEIS's original assumptions about the additionality of BUS held true.

The winning supplier will draw on BEIS' analysis to assess whether BUS represented good value for money compared to alternative options, such as the DRHI. They will also consider whether cost-effectiveness could be improved.

All evidence from the above economic evaluation activities should be brought together by the winning supplier to provide an overall assessment of value for money, in the form of a report reflecting on the BEIS produced cost-benefit analysis and wider evidence collected elsewhere in the evaluation.

Evaluation questions

A number of evaluation questions have been developed from the evaluation aims. These will be reviewed on an ongoing basis throughout the evaluation to best meet ongoing evidence needs.

Process questions

1. How effective has Ofgem's implementation and delivery of the scheme been?

- What has been the experience of the administration of the scheme (by Ofgem) for installers and property owners?

2. To what extent is the "installer-led" model functioning efficiently and well for property owners, installers, and Ofgem administrators?

- Does the "installer-led model" impose any undue burdens on installers and their businesses? If so, what and to what extent?
 - Is BUS an easy scheme for installers to register for?
- Are the key performance indicators⁷ that are agreed with Ofgem being met and how does this change over time (e.g. before and after Ofgem's digital application portal opens)?
- Are installers invoicing their customers for the full amount and refunding them once the grant is received, or invoicing the customer the cost minus the grant amount? Which is more prevalent?

3. What are the different types of beginning-to-end customer journeys that property owners undertook, from first hearing about BUS to having low-carbon heating (LCH) installed?*

- How did BUS property owners hear about BUS?
- How long are the waiting times for a BUS installation?
- How easy or difficult is it for property owners to find a BUS installer and why?
- Are customers who install a heat pump disconnecting from the gas grid afterwards? If not, why not?

4. After the grant is taken into account, how have property owners paid for the remaining costs of their installation? (e.g. from savings, finance)

5. What lessons can be learnt from the scheme design and implementation to support future policy design?

Outcome and impact questions⁸

Bidders are encouraged to bear in mind the wider contextual landscape within which BUS operates (e.g. the state of the economy, cost of living crisis, political uncertainty, other circumstantial factors). Bidders should consider how they would attempt to disentangle BUS impacts from wider influencing factors, as much as is possible in the absence of a theory-based framework.

6. Has the scheme achieved its objectives?

⁷ These include number of days taken to request consent from property owners, number of days taken to make voucher payments to installers, and number of days taken to respond to email enquiries. Full details will be shared with the winning supplier.

⁸ The winning supplier should assess how actual outcomes (e.g. number of heat pumps installed, carbon abated, jobs supported) compare to the modelled estimates in the [Impact Assessment](#).

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<ul style="list-style-type: none"> • How many heat pumps and biomass boilers have been installed under BUS? <ul style="list-style-type: none"> ◦ How many heat pumps and biomass boilers that were installed under BUS would have been installed anyway even in the absence of grant funding?⁹ (additionality) • How much low-carbon heat have BUS installations produced over the lifetime of the scheme? • How much carbon has been abated because of the installation of low-carbon heating under BUS? <p>7. To what extent has the scheme design incentivised deployment of low carbon heating technologies?*</p> <ul style="list-style-type: none"> • Are the support mechanisms (upfront grant, VAT reduction) perceived to be appropriate? • Are grant levels sufficient to effectively incentivise uptake of low carbon heating technologies?⁹ <ul style="list-style-type: none"> ◦ Does the sufficiency of grant levels vary according to type of household? • To what extent did the VAT reduction incentivise uptake of low-carbon heating technologies? • How has the technical scheme design (e.g. system capacity limit, eligibility requirements) influenced the uptake of low-carbon heating technologies? <p>8. What are the characteristics of buildings who have had an installation under BUS? (e.g. type of house, any energy efficiency measures taken in order to participate in BUS)</p> <p>9. Has BUS expanded and developed the LCH market and supply chain so that it is more self-sustaining?</p> <ul style="list-style-type: none"> • How much FTE both directly and indirectly has BUS supported over the scheme lifetime? • What size are the BUS-registered installation companies (e.g. sole traders, micro businesses, large companies)? • What impact has BUS had on supply chain costs? • What impact has BUS had on investment in the LCH market? • In what ways, and to what extent, has the scheme impacted the longer-term direction and prospects for the LCH market? <ul style="list-style-type: none"> ◦ To what extent has BUS grown the capacity of LCH market to deliver more heat pumps per year post-BUS? ◦ Will this allow for the introduction of regulations and market-based approaches for increasing LCH deployment? ◦ How do installers feel about the closure of the scheme? Is the length of the scheme considered appropriate? <p>10. What other impacts has the scheme had?*</p> <ul style="list-style-type: none"> • What impact has the BUS had on property owners' energy bills? • How satisfied are property owners with their LCH system? (e.g. thermal comfort, noise) 	
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⁹ Here BEIS is seeking evidence on the acceptability of the current grant levels, not modelled impacts of future grant level scenarios.

11. To what extent have energy efficiency measures been installed alongside LCH systems?*

12. How has political uncertainty (e.g. changes in government) influenced the scale and nature of deployment?

13. What motivations and barriers were experienced by installers and property owners in deciding and/or attempting to participate in BUS?*

- What motivated installers and property owners to participate in BUS? (e.g. boiler breakdown)
- What barriers prevented installers and property owners from participating in BUS?

14. What impact has BUS had on the upfront costs of LCH systems?*

- How much money are BUS consumers paying themselves, on top of the grant, to get LCH installed?
- Did they spend more or less than they originally anticipated?
- To what extent are customers interested in, and/or taking up, finance offers from installers?

15. To what extent has the BUS met its requirements under the Public Sector Equality Duty?*

- Did the findings of the initial PSED assessment hold?
- Are individuals with protected characteristics disproportionately not participating in BUS?

Economic questions

BEIS will carry out cost-benefit analysis (CBA) and the winning supplier will conduct value-for-money analysis (see methodological details below). Questions which BEIS will answer in their CBA are marked with ^

16. Was BUS good value for money?

- What are the total costs and benefits from the scheme as monetised in the Impact Assessment?^
- What is the overall social carbon cost-effectiveness of the scheme?^
- Did it represent good value for money compared to alternative options (for example the DRHI)?
- What is the public spend per unit of benefit of the renewable energy generated and carbon abated?^
- What is the impact on cost effectiveness when considering additionality (i.e. installations that wouldn't have gone ahead without the BUS)?^
- How could cost effectiveness of the scheme be improved?

17. What was the admin cost per voucher paid?^

¹⁰ When answering this and other questions related to costs, the winning supplier should adjust for inflation.

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** Analysis conducted to answer these starred questions should be segmented by some key characteristics of property owners (e.g. their income, level of climate concern, geographical location)*

Meeting evidence needs during the lifetime of the scheme

The purpose of the evaluation is to generate learnings which can support the design and implementation of future related or similar policies, as well as informing policy decisions about the BUS scheme during its lifetime. Evaluation evidence will help to inform policy evidence needs during the three years of BUS:

- It is possible that BUS policy changes may occur during calendar year 2023, most likely in the summer or autumn. Evaluation evidence will contribute to the development of any policy amendments. BEIS and the winning supplier will work together to ensure that planned evaluation activities are best placed to support policy development. BEIS will update on timelines for policy changes as they become clearer.
- Evidence on motivations and barriers to participation in BUS are of interest to policymakers working on the Heat Pump Investment Accelerator competition. Delivery of evidence by July 2023 would be helpful for ministerial decision-making.
- A small amount of evaluation budget will be held back to undertake a bespoke assessment of the impact of grant level amendments, beyond the ongoing monitoring of deployment, in the scenario that grant levels are adjusted during the delivery of BUS.
- Evidence about the number of jobs being supported, and the size of the installation companies that are participating in BUS, is of interest to BEIS policymakers working on heat pump installer training and skills. Interim findings will be required in mid-2024 and a final output in mid-2025.

Suggested Methodology

A suggested methodology is outlined below to highlight the range of methods that BEIS believe are appropriate and feasible to meet the aims set out above. BEIS welcomes bids which propose different, or additional, methodologies, as long as the overall scale and timelines of the proposed approach are broadly similar to what is proposed below.

A range of methods are suggested, including qualitative interviews, surveys, monitoring data analysis, literature reviewing, quasi-experiments and value-for-money analysis. To reiterate: additional and alternative ideas are welcomed, providing the scale of the evaluation and associated resourcing is not significantly increased.

A small number of the workstreams outlined below are BEIS requirements that must be included in bids; these are signposted clearly.

Various groups should be sampled as part of the research activities, including BUS installers, property owners with a BUS installation, industry stakeholders and Ofgem delivery staff.

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BEIS would like outputs to come in various forms, including reports and presentations over the duration of the evaluation.

The role of monitoring data

Ofgem (the scheme administrators) will be providing ongoing monitoring data about the BUS scheme. BEIS wishes to highlight that some of the evaluation questions can be answered simply by analysing the available monitoring data or reporting on the published BUS statistics. These include: how many heat pumps have been installed under BUS, are the KPIs agreed with Ofgem being met, and how much money are BUS property owners paying for installations.

The winning supplier would address these evaluation questions in the annual interim published reports, the final objective, impact and outcome analysis report, and the final synthesis report.

A list of monitoring data variables is available in Annexe A, and a list of the KPIs agreed with Ofgem will be provided to the winning supplier.

Suggested methodology

Below is a methodological plan which BEIS feels would be viable for undertaking the evaluation. Suggested activities or “workstreams” are presented roughly in sequential order by output delivery date, timed to meet evidence needs; note, there is overlap between some activities. BEIS expects the winning supplier to be resourced sufficiently to be able to manage overlapping activities.

1. Scoping literature review

BEIS propose a literature review at the beginning of the evaluation. The purpose of this would be to examine the wider evidence around take-up of heat pumps, to inform the scope of the evaluation going forward, examine what evidence already exists and consider what is already known in this space. BEIS suggests this runs in parallel with the scoping review (workstream 2 below) so that the scoping report can reflect on the literature review findings.

The winning supplier should review academic, grey and published government literature. Areas of focus will be agreed with the winning supplier nearer the time but are likely to include: factors influencing heat pump take-up, what kinds of people are more likely to get a heat pump, the impact of heat pumps on people’s energy bills, and factors influencing heat pump costs. The winning supplier can use the budget for this work to purchase materials such as academic articles or books; bidders should account for the amount they would expect to spend as part of their costing for this piece of work.

BEIS suggests that the findings of the literature review are reported on as part of the scoping exercise report (see below), rather than having a separate standalone report.

2. Scoping exercise (required)

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BEIS would like the winning supplier to conduct a light-touch scoping review at the beginning of the evaluation to identify the best ways to gather strong evidence and answer the evaluation questions. This would involve mapping out data sources and identifying data gaps, working through quasi-experimental and descriptive options, and having conversations with BEIS colleagues to get a better sense of what is possible. It would also reflect on and incorporate the findings of the literature review (workstream 1 above), which could run in parallel with this review.

Expected outputs would be a scoping report with recommendations for evaluation amendments which should include:

- Additional questions to address evidence gaps uncovered in the literature.
- The de-prioritisation of questions where existing literature has already addressed them.
- Methodological changes based on an understanding of available data sources and any literature review evidence of what has worked well in previous research.
- Other relevant literature review findings.

3. Installer monitoring survey

- *Timing: Every 6 months from 2023-2025; first outputs July 2023*
- *Components: Process, impact*
- *To answer evaluation questions 1, 2, 5, 7, 9, 12, 13*

To help address how the scheme is being delivered and what impacts it is having, an ongoing survey of BUS installers is proposed. The purpose of this would be to monitor installers' experiences of BUS processes (such as registration, voucher application and redemption) and to collect data to support assessment of scheme impact (such as jobs supported). There is also scope to collect data for use in the final impact analysis and cost effectiveness analysis.

BEIS suggests a telephone survey, because installers are most easily reachable by phone. Evidence suggests that heat pump installers are predominantly sole traders or micro businesses¹¹. The survey should be as short as possible to minimise the burden on these installers, who are likely to be self-employed and busy. The first wave of the survey should be piloted on a small number of installers; BEIS and MCS may be able to link the evaluators with a few installers to test the survey.

Potential survey questions could include (but are not limited to):

- Experiences of, and views on, the "installer-led" system.
- Views on the appropriateness of support mechanism.
- Motivations and barriers to participating in BUS.

¹¹ [ONS analysis](#) indicates that the heating and cooling sector (which includes heat pump installers) is dominated by small-sized businesses, with 94.7% sole traders or micro sized firms (fewer than 10 employees) and 4.7% small businesses (10- 49 employees) in the sector.

- Whether installer entered the heat pump market because of BUS; if so, what were they doing previously?

Ofgem (who are administering the BUS scheme) will regularly provide BEIS with data on which installers have registered for BUS, and their contact details. BEIS will link this to details of the installations they have carried out and share the matched dataset with the winning supplier. After survey data have been gathered, BEIS would like the winning supplier to match this to the existing dataset, thereby creating a new combined dataset. This would be shared with BEIS.

Bidders are invited to propose whether this should be a census survey or a sample survey, and the rationale for their choice. If it is a census survey, each installer would only be surveyed once, in the survey round subsequent to when they registered for BUS. A census survey may be most appropriate for installers since it is expected that only about 1,000 installers will register for BUS, and this would provide a large enough sample for analysis (including statistical analysis where appropriate). On the other hand, a sample survey would minimise burden on installers and a probability sampling method would allow for more sophisticated statistical analysis.

Bidders should be aware that if a census approach is taken, the first round of the survey would require the most effort in terms of population size and need to function as a retrospective survey, as a majority of MCS-registered heat pump installers have registered with BUS. Subsequent rounds would require fewer resources.

Bidders should consider and make a recommendation as to whether to include BUS installers who have registered with the scheme but are not (yet) active or focus on BUS installers who have made at least one voucher application.

The winning supplier will develop a survey in collaboration with BEIS, which would be expected to remain broadly consistent across waves. Bidders should budget for a development meeting with BEIS policy and analysis colleagues, after which they would provide a workplan outlining the agreed method which BEIS colleagues would comment on; this would be followed by several rounds of feedback on the initial survey development. BEIS expects to be able to add or amend questions in advance of each survey wave. Surveys for each wave should be signed off by the BEIS evaluation lead, who may also offer feedback which the winning supplier will be expected to action.

For context: MCS are also conducting a regular survey of their registered heat pump and biomass installers (not just those registered with BUS) asking for their views on BUS, experiences so far, reasons for participating (or not) in BUS, etc. There may be considerable crossover between this and the evaluation installer survey. In addition, their survey will survey the same sample in multiple waves. MCS are willing to share findings, and possibly case level data¹², from their surveys. Findings and questions from the first wave of the MCS survey will be shared with the winning supplier at the start of the scoping exercise (workstream 2). The winning supplier should streamline the BUS and MCS surveys as much as possible to avoid

¹² This is not yet agreed.

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duplication¹³, and consider whether the MCS survey results could inform wider evaluation activities. It should be noted that BEIS and the winning supplier will have limited influence on the content of the MCS survey and there is no guarantee it will continue for the lifetime of the scheme.

Expected outputs are a lifetime dataset (updated after each round), datasets for each round, and a 2-3 slide PowerPoint dashboard for each round. BEIS proposes joining up the analysis of the first wave of this survey, the first wave of the property owner survey (workstream 4), and the qualitative interviews (workstream 5) since they seek to answer many of the same evaluation questions, leading to a single suite of outputs (internal report, customer journeys output, and presentation).

4. Property owner monitoring survey

- *Timing: Every 6 months from 2023-2025; first outputs July 2023*
- *Components: Process, impact*
To answer evaluation questions 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15

An ongoing survey of property owners who receive a grant under the BUS scheme is proposed. This would increase understanding how the delivery of the scheme is working for property owners, and the impacts of the scheme. It will also shed light on to what extent BUS grants are being taken up by people with protected characteristics.

BEIS suggests this should be an online survey, with telephone calls to chase non-respondents, since this approach yielded good response rates in the DRHI evaluation. If possible, the first wave of the survey should be piloted on a small number of property owners.

Potential survey questions could include (but are not limited to):

- Views on whether the “installer-led” approach functions well.
- Views on appropriateness of support mechanism.
- How they heard about BUS.
- Ease or difficulty of finding an installer.
- Whether energy efficiency measures had to be installed to participate in BUS.
- How much they paid for their heat pump.
- Whether they would have got a heat pump without the grant.
- What they would have done instead if they had not got the heat pump¹⁴.
- Questions about characteristics (e.g. household income, level of climate concern, and some protected characteristics such as age, ethnicity, disability).

This could be a census survey or a sample survey. There are pros and cons to either approach. A census survey would yield a large dataset which would enable substantive analysis of sub-groups, while a sample survey would allow for the use of statistical techniques

¹³ It may be possible to ask BUS respondents if they have already participated in a recent wave of the MCS survey, and if so, only ask them questions which were not also in the MCS survey.

¹⁴ This would add evidence to assist with assessing carbon abatement. We assume that if an individual did not get a heat pump, they would instead have replaced their current system with a new system that is the same technology (e.g. a gas boiler would be replaced by a new gas boiler). Asking property owners what they would have done had they not got a heat pump will help refine this assumption. It will also assist with calculations about additionality.

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to correct sample error and conduct significance testing. Bidders are asked to explain which is their preferred approach, the rationale for this and what this approach would provide. As a guide, it is anticipated that up to 90,000 properties will receive a BUS grant during the scheme's lifetime.

Ofgem will regularly provide BEIS with the personal contact details of all BUS property owners, which will enable this survey to take place. As with the installer survey, after survey data have been gathered, BEIS would like the winning supplier to match this to the existing dataset, thereby creating a new combined dataset. This would be shared with BEIS.

As with the installer monitoring survey, the winning supplier will develop a survey in collaboration with BEIS, which would be expected to remain broadly consistent across waves. Bidders should budget for a development meeting with BEIS policy and analysis colleagues, after which they would provide a workplan outlining the agreed method which BEIS colleagues would comment on; this would be followed by several rounds of feedback on the initial survey development. BEIS expects to be able to add or amend questions in advance of each survey wave. Surveys for each wave should be signed off by the BEIS evaluation lead, who may also offer feedback which the winning supplier will be expected to action.

Expected outputs are a lifetime dataset (updated after each round), datasets for each round, and a 2-3 slide PowerPoint dashboard for each round. As explained above, BEIS proposes joining up the analysis of the first wave of this survey, the first wave of the installer survey (workstream 3), and the qualitative interviews (workstream 5) since they seek to answer many of the same evaluation questions, leading to a single suite of outputs (short internal report, customer journeys output, and presentation).

5. Qualitative interviews – process and impact

- *Timing: Outputs by July 2023*
- *Component: Process, impact*
- *To answer evaluation questions 1-5, 7, 10, 12-15*

To address key process evaluation questions relatively early in the evaluation, BEIS proposes qualitative interviews with BUS installers, property owners and others. These interviews would also offer early insights into some impact questions.

For installers, topics likely to be covered in the interviews include their experiences of scheme delivery and the “installer-led approach”, their motivations and barriers to participating in BUS, and views on whether grant levels are sufficient based on their encounters with potential customers.

For property owners, likely topics include experiences of scheme delivery and finding an installer, mapping beginning-to-end consumer “journeys”, an exploration of motivations and barriers to participating in BUS, views on sufficiency of grant levels, and the impact of getting a heat pump.

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To help answer evaluation questions about barriers to participating in BUS, BEIS also proposes a small number of interviews with BUS “dropouts” (property owners and installers who enter the BUS process but do not complete).

BEIS also proposes interviewing some of the Ofgem staff who administer BUS, to gain insights into their experiences of scheme processes.

BEIS are interested in motivations and barriers to participating in BUS, and within that, are particularly interested in behavioural motivations and barriers. An evidence note on the key behavioural motivations and barriers to getting a heat pump has been created by BEIS behavioural analysts; this would be made available to the winning supplier and they could use this to help design topic guides.

Contact details and other data about BUS installers, property owners, and BUS dropouts will be provided to BEIS by scheme administrators Ofgem, from which a range of participants can be sampled. The desired mix of characteristics in the samples would be discussed and agreed with BEIS based on what characteristics are of interest to BEIS.

Findings from this research phase will feed into development of possible policy changes which may take place in summer or autumn 2023. This is why it is proposed that these interviews take place early in the evaluation.

As stated above, BEIS proposes joining up the analysis of these interviews with the first waves of the installer survey and property owner survey (workstreams 3 and 4) since they seek to answer many of the same evaluation questions, leading to a single suite of outputs (short internal report, customer journeys output¹⁵, and presentation).

6. Work with non-applicants

- *Timing: December 2023*
- *Component: impact*
- *To answer evaluation questions 7, 12, 13*

To meaningfully answer questions about the sufficiency and appropriateness of the grant levels, the impact of political uncertainty on take-up, and barriers to participating in BUS, it will be necessary to conduct research with non-applicants: property owners who were aware of BUS but decided not to participate.

Qualitative interviews could be conducted with late-stage DRHI applicants who decided against participating in BUS. Contact details can be provided by BEIS. The desired mix of characteristics in the samples would be discussed and agreed with BEIS based on what characteristics are of interest to BEIS.

¹⁵ BEIS proposes that this customer journeys output is updated on an annual basis, as new findings emerge from the evaluation activities.

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BEIS would welcome proposals for ways to broaden out the sample to include other non-applicants. This could potentially include snowballing from installers who are interviewed for workstream 5, who have received enquiries from potential customers who decided not to proceed with a heat pump. If bidders propose this or other approaches, they should outline the rationale for the approach, recruitment methods and how they would manage ethical/data protection considerations.

Expected outputs from this workstream would be a short internal report and a 2-3 page report summary.

7. Assessment of heat pumps installed and carbon abated (required)

- *Timing: March 2024, July 2025*
- *Component: Impact*
- *To answer evaluation question 6*

BEIS is eager to hear suggestions for quasi-experimental approaches to assess the following evaluation questions:

- How many heat pumps and biomass boilers that were installed under BUS would have been installed anyway even in the absence of grant funding?
- How much carbon has been abated because of the installation of low-carbon heating under BUS?

BEIS wishes to assess the extent of additionality: that is, installations that would not have occurred if BUS didn't exist, and the volume of carbon that has been abated because of these installations. Assessing this experimentally would provide stronger causal evidence. BEIS would also like the findings to be segmented by some key characteristics to give insights into whether BUS installations are reaching beyond those who have typically purchased heat pumps in the past (wealthy and/or environmentally concerned people¹⁶).

Identifying quasi-experimental approaches for this is not straightforward. For example, there is no 'national register' of heat pump installations in England and Wales; MCS data includes heat pump installations that are not supported by BUS, but it is unclear what proportion of installations are covered by MCS given that non-BUS heat pump installations do not necessarily need MCS certification. BEIS warmly welcomes innovative ideas and approaches. These could potentially include, but are not limited to, propensity score matching with a comparison group in another country, industry, or people not eligible for BUS; interrupted time series analysis; or creating a synthetic control group.

To assist bidders, some data considerations and possibilities are highlighted below:

Impact to assess	What BEIS does have	What BEIS doesn't have	Possible data sources
Additionality of installations	Number of BUS heat pump installations	Total number of all heat pump installations in England & Wales	Selected other heat pump installations from MCS data; EPC register for new builds;

¹⁶ [Renewable Heat Incentive Domestic survey evidence](#); [Public First research on ASHPs](#)

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			Self-reported additionality findings from survey respondents
Additionality of installations – reaching beyond the usual suspects?	Age and income of DRHI property owners	Other characteristics of DRHI property owners	Characteristics of a counterfactual group to compare with those of BUS
Carbon abatement	Laboratory efficiency rating of BUS installations	Actual in situ efficiency of BUS heat pumps via metering	' Electrification of Heat demo ' lab vs. in situ efficiency
Carbon abatement	The fuel type of the heating systems being replaced	Actual in situ efficiency of fuel systems being replaced	The age of the technology being replaced

The full range of monitoring metrics (see Annexe A) and any data collected via primary data collection activities as part of the evaluation could be used as part of any potential quasi-experimental analysis, and BEIS encourage bidders to consider the possibility of this in their bids.

If bidders conclude that quasi-experimental methods are not feasible for this workstream, they should outline how they would instead gather indicative evidence to support a non-experimental, descriptive assessment of these impacts, such as through the use of monitoring data and surveys.

Bidders should outline how their proposed methodology will address the evaluation questions, the rationale for their choice, and the limitations of any quasi-experimental methods that are proposed.

BEIS is eager to receive interim findings from this workstream (suggested for March 2024) as well as at the end of the evaluation (July 2025, as part of the final objective, impact and outcome analysis [workstream 11]). Findings would also be published in the interim annual reports and the final synthesis report. Where suppliers propose quasi-experimental methods, please also propose appropriate accompanying outputs, such as presentations or reports.

8. FTE jobs tracking (required)

- *Timing: Interim findings March 2024, final output July 2025*
- *Component: Impact*
- *To answer evaluation question 9*

BEIS is keen to assess the number of full-time equivalent (FTE) jobs that have been supported by the BUS scheme, and if possible to compare this to job levels in non-BUS heat pump installers. Also of interest is the number of installers participating in BUS, the size of these installers (e.g. are they sole traders, micro businesses, small, medium or large companies) and whether any change in FTE numbers varies depending on whether companies are small or large. BEIS recognises that measuring job impacts is a methodologically challenging area; the scoping exercise (workstream 2) will be an opportunity for BEIS and the winning supplier to work together to agree the best approach to jobs tracking

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for the BUS scheme. Nevertheless, BEIS are keen that bidders provide suggestions for an approach at this point.

Direct jobs are defined as those involved in the heat pump installation supply chain (e.g. heating engineer, plumber, electrician, surveyors, back-office staff). Indirect jobs are those which are expected to be created in the wider low carbon heating sector. In the BUS [Impact Assessment](#), it was estimated that the scheme would support 2,100 full-time equivalent (FTE) direct jobs and 1,800 FTE indirect jobs each year. The evaluation should assess the extent to which estimates for direct jobs supported were realised. BEIS thinks that measuring indirect jobs supported would be very difficult; they would welcome suggestions for ways to measure indirect jobs supported, but only if this would not involve a significant expansion of fieldwork.

BEIS is eager to receive proposals for a quasi-experimental approach to tracking jobs. One example of an approach that could be taken is interrupted time series analysis, in which trends in jobs in the sector over time are compared before and after the start of the BUS scheme.

BUS installers could be asked to report historical and current jobs figures as part of any other data collection activities being carried out as part of the evaluation, such as the installer monitoring survey. However, additional data collection from BUS installers is not advised due to the significant risk of overburdening installers (see 'key challenges' later in this spec).

Administrative data could potentially be used to identify BUS installers and a control group and compare the two groups' jobs figures over time. It is possible that BEIS could get access to HMRC micro data (containing personally identifying information) for this purpose; however, this is not highly likely, and bidders should consider how they would approach this workstream in the absence of such data. The [Inter-Departmental Business Register](#) (IDBR) is an option. However, it has previously been challenging to produce robust longitudinal analysis using the IDBR because of its limitations¹⁷.

Alternative ideas for assessing jobs supported are warmly welcomed, quasi-experimental or not.

To assist bidders, some data considerations and possibilities are highlighted below:

What BEIS does have	What BEIS doesn't have	Possible data sources
List of BUS-registered installers, updated each month, which can be split into "active" (have made at least one voucher application) and not active	Number of employees of each BUS-registered installer	Employee numbers gathered via installer monitoring survey; company size from MCS's installer survey
Counts of heat pump installers registered with MCS going back to 2019	A "national register" of all heat pump installers does not exist	

¹⁷ For instance, there are substantial time lags between when data are uploaded to IDBR and the time period to which it refers. There are no timestamps in the data. Sole traders are included in the data, but only those who earn over the VAT threshold. Employment figures are a mix of survey data and imputation, and imputation is more common for small and medium-sized companies.

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Data for heat pump installers who are registered with MCS but not registered with BUS; it may be possible to use them as a control group	Number of employees for these non-BUS MCS installers	Despite concerns about installer burden, BEIS would support limited data collection from this group if it would help produce robust findings
Knowledge that not all heat pump installers are registered with MCS	Numbers or a register of non-MCS heat pump installers	Possible upcoming BEIS research into overall number of heat pump installers in England and Wales and the proportion of them that are MCS-registered
		The Inter-Departmental Business Register (IDBR) Access to HMRC micro data for businesses or self-employed people (<i>possible but not highly likely to get</i>)

Factors that bidders should consider when designing a proposal include:

- BEIS anticipates that most heat MCS-registered pump installers will register with BUS. It may be possible to identify a smaller cohort of non-BUS heat pump installers via MCS data who could be used as a counterfactual¹⁸. Comparison with jobs in a similar industry may be a viable approach.
- Bidders should consider how to define heat pump installers: all those who say they offer heat pumps (i.e. they self-define as heat pump installers), or only those who have installed a heat pump within the past two years, or who are registered with a certification scheme such as MCS.
- The heating and cooling sector is dominated by small-sized businesses, with the vast majority being sole traders or micro businesses¹⁹. Installers range in size from sole traders to large companies like Octopus and British Gas. BEIS is interested to understand the distribution of jobs supported between different sized businesses.
- When a heat pump is installed, a range of people are involved in the installation (often including a heating engineer, plumber, electrician, and – for larger companies – back-office staff). These people may be employed by the installation company or they might be freelance sub-contractors.
- BUS installers will have registered with the scheme at different times, rather than all at once on 1st April 2022.
- Some installers may participate in more than one government scheme (for instance, the Public Sector Decarbonisation Fund); depending on the extent of the overlap, it could be challenging to disentangle the influence of the different schemes on jobs.
- Individual heating engineers may be trained to install both low carbon and traditional heating systems, and many split their working time between different types of installations. Bidders should explain how they would incorporate this nuance.

¹⁸ We think the sample size is likely to be approximately 100-200 installers; this number could get smaller as time goes on; we would support limited data collection activities with this group if it would help produce robust findings.

¹⁹ [ONS analysis](#) indicates that the heating and cooling sector (which includes heat pump installers) is dominated by small-sized businesses, with 94.7% sole traders or micro sized firms (fewer than 10 employees) and 4.7% small businesses (10- 49 employees) in the sector.

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- Larger companies may hire staff who are not heating engineers, such as sales or back-office staff. It will be desirable to differentiate between frontline installation jobs and other job types.
- Depending on company size, the named contact person in the register of BUS installers (who will be the recipient of the installer monitoring survey) might be a sole trader heating engineer, or a back-office employee.

Contact details for BUS installers will be provided via Ofgem. BEIS anticipates that contact details for any non-BUS heat pump installers can be provided by MCS.

Anticipated outputs are a lifetime dataset and findings reported as part of the final objective, impact and outcome analysis (workstream 11) in July 2025, and an interim mini-report in March 2024.

9. Property owner follow-up survey

- *Timing: Outputs in July 2024*
- *Component: Impact*
- *To answer evaluation questions 5, 7, 10, 14*

In this phase of the evaluation, BEIS suggests a survey which will contact BUS property owners after they have been living with their heat pump for several months, encompassing winter months. This will enable a comparison of key satisfaction and experience metrics against the initial responses in the property owner monitoring survey (workstream 4 above). The follow-up survey would also investigate wider experiences of BUS on property owners and impacts arising from participation in the BUS scheme, such as impact on energy bills and carbon emissions.

Research to understand satisfaction levels of heat pump owners has previously been carried out with DRHI participants and [Electrification of Heat Demonstration Project](#) households. As far as possible, the winning supplier should seek to harmonise satisfaction questions to enable comparisons to be made.

Again, bidders are asked to propose whether this should be a census survey or a sample survey, the rationale for this choice and what the proposed method would provide.

Expected outputs are a research report, a dataset and a presentation of the findings.

10. Markets and supply chain study

- *Timing: Outputs in May 2025*
- *Components: Impact*
- *To answer evaluation question 9*

BEIS proposes a market insights study to take place near the end of the BUS scheme, to examine the effects of the policy on the market. BEIS are looking for insights as to whether the market for heat pumps is becoming more competitive and self-sustaining, whether

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capacity has increased, and if costs are being driven down. This study can draw on evidence gathered throughout the course of the evaluation, monitoring data (e.g. the published time series on median BUS installation costs), and other research evidence (for instance on whether costs of heat pumps are falling). BEIS proposes supplementing this with interviews with market stakeholders, such as the consumer codes, heat pump installers, manufacturers and suppliers, to generate further insights. Participants could be asked whether they feel the market is becoming less reliant on subsidies, their perceptions of the make-up of the sector (the mix of large and small companies) and how this varies by location, and views on lessons that can be learnt for future policies. Installers in particular could be asked whether there are competitor installers competing for the same customer base, and whether they feel this has changed since the launch of BUS.

Bidders are encouraged to explain how they would do their best to disentangle wider impacts – such as the state of the economy and the cost-of-living crisis – from the impact that BUS has had on the market.

Expected outputs are a research report and a presentation of findings.

11. Final objective, impact and outcome analysis

- *Timing: Outputs in July 2025*
- *Component: Impact and outcome*
- *To answer evaluation questions 6-15*

This proposed final piece of impact and outcome evaluation research would report on all impact and outcome evaluation questions. It would draw on the lifetime monitoring data – including, where relevant, BUS published statistics – to assess the extent to which the BUS met its objectives and recognised intended impacts. The final findings from any quasi-experimental work on key impacts would be reported in this workstream, rather than having their own separate reports. Evidence from the preceding evaluation activities more broadly would be drawn upon where relevant in helping to quantify the achievement of objectives and impacts. In addition, BEIS proposes a small number of new qualitative interviews to generate further insights about certain impacts.

The evaluators would synthesise all this evidence and give an assessment as to the extent to which the outcomes and impacts were realised, and the extent to which estimates in the Impact Assessment held true. They would also report on impact evaluation questions that are more qualitative in nature (such as the impact of political uncertainty on deployment, and motivations and barriers experienced).

If bidders propose this workstream as part of their bid, BEIS expect them to give examples of statistical techniques they will apply and data they will draw upon in calculating impact levels.

Expected outputs from this workstream would be a report, a 2-3 page report summary, and a presentation of findings.

12. Value-for-money analysis (required)

- *Timing: Outputs in December 2025*
- *Component: Economic*

- *To answer evaluation questions 16, 17*

Analysis to understand the value for money of the BUS should take place at the end of the policy, to allow the best assessment of value for money to be made based on lifetime scheme data.

A full social cost-benefit analysis (CBA) will be carried out in-house by BEIS analysts. This is because BEIS analysts are familiar with the modelling used to carry out the original Impact Assessment, and it ensures that the CBA will be consistent with the original approach. The Impact Assessment analysed a range of costs and benefits, including capital costs of installing heat pumps, costs of operating them, carbon abated due to low-carbon heating displacing counterfactual heating systems, air quality damage, costs of the BUS grants, and costs of administering the scheme. Further details can be found in the sections 3 and 4 of the Impact Assessment.

The CBA will be Green Book compliant. BEIS expect any relevant analysis undertaken by the supplier to also be Green Book compliant, based on the most up to date version of the Green Book at the time of analysis.

The winning supplier will provide evidence about additionality for BEIS to use as assumptions in its CBA modelling: for example, evidence on what proportion of BUS installations would have happened anyway in the absence of grant funding, and evidence on what heating systems BUS property owners would have opted for if they had not got a heat pump²⁰. As discussed earlier, ideally this evidence would come from quasi-experimental methods, as this would provide stronger evidence for additionality.

The BEIS CBA will be conducted in mid-2025 and the winning supplier should be prepared to provide the additionality evidence at this time. Near the beginning of the evaluation, BEIS and the winning supplier will agree a workplan for how and when this additionality evidence will be gathered during the lifetime of the scheme. This will ensure that the right data are being gathered so that the CBA can assess all relevant Green Book metrics. BEIS will also convey to the winning supplier any further data it should collect through other activities for use in the CBA. Should the winning bidder be themselves or be in consortia with an economics specialist, BEIS may request that they quality assure our CBA, within the current budget for this work. Alternatively, BEIS may seek internal government QA themselves and will reserve the right to decide this at a later date.

After the BUS closes, the winning supplier will conduct value-for-money (VFM) analysis by interpreting the BEIS CBA and analysing it alongside their assessment of impact levels calculated during the Final Objective, Impact and Outcome Analysis (research activity 11) and

²⁰ A key question for the CBA to consider is whether the assumptions in the original Impact Assessment about the nature and proportions of fossil fuel technology displacement held true, since assessments of CBA are highly sensitive to differences in volumes of carbon abated depending on what systems were being replaced (e.g. oil burners, gas boilers).

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other qualitative evidence. The VFM analysis will be presented in the final synthesis report. The VFM analysis must be Green Book compliant.

The VFM analysis should take into account all of the costs and benefits that were covered by the CBA and provide a sense of general value for money of the BUS scheme in terms of the impacts so far (including carbon abatement). BEIS is also interested in the value for money of likely future impacts of BUS, but understands this may be challenging; BEIS welcome bids which outline whether this would be feasible.

It will be desirable to assess whether BUS was good value-for-money compared to alternatives. BEIS will identify a suitable comparator. Furthermore, BEIS would hope to work with the winning supplier to assess whether it is appropriate to assess BUS against value for money provided by the Domestic Renewable Heat Incentive (DRHI) for the following impacts: carbon abated, low-carbon heat generated, and cost per kW of installed capacity. BEIS can provide the winning supplier with a copy of the DRHI CEA.

13. Possible additional research / analysis

- *Timing: unknown*
- *Component: Any*
- *To answer emerging policy question(s)*

BEIS proposes leaving £60,000 unallocated in order to cover any expanding research activities in light of policy questions that come up over the duration of the evaluation. This will allow the evaluation to be agile, ready to respond to emerging questions as they arise. This would include analysis to understand the impact of grant level changes, if grant sizes are amended during the lifetime of the policy. Details of other possible emerging research topics are difficult to predict but could – for example – include: interviews with property owners who chose a fossil fuel heating system over a heat pump, if take-up of BUS is lower than anticipated.

If a need for additional research arose, BEIS would endeavour to give as much notice as possible, and dates for completion will be agreed between BEIS and the winning supplier. It is expected that the winning supplier will be as flexible as possible with regards to these additional research activities and should be able to mobilise a team to begin work within two weeks. BEIS will endeavour to be reasonable in its requests.

Bidders must be aware that although BEIS anticipates that these ad-hoc needs are very likely, this is not guaranteed. Therefore, there is a chance that this money will not be spent. As such, BEIS will be under no obligation to use this budget if it is not required.

Whether to incentivise participation

For surveys of property owners, BEIS proposes offering entry into a free prize draw.²¹ This was the approach taken for property owner surveys in the DRHI evaluation and those surveys

²¹ This should be organised by the winning supplier, and could include the MRS prize draw.

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achieved good response rates. BEIS does not propose using incentives for property owner qualitative interviews. Incentives were not used for DRHI property owner interviews and the evaluators had no problem recruiting participants. Moreover, BUS property owners may feel a sense of civic duty and willingness to participate in an interview because they received a government grant. BEIS is open to alternative proposals from bidders.

Bidders are asked to propose whether to use incentives for installer surveys and interviews, and interviews with other types of participant. Factors to consider include:

- Most heat pump installers are sole traders or micro businesses.²²
- Self-employed, time-poor installers may respond better if offered incentives because it compensates them for time spent doing research activities rather than earning; otherwise there may be a risk of them being under-represented in the research and the research only attracting people with very strong views.
- On the other hand, installers may not need incentives since they may be keen to participate in BUS-related research activities out of an inherent interest in the policy (since it relates to their livelihood).
- Ethical considerations around ensuring the right person in a heat pump installation firm receives the incentive.

When costing the evaluation, BEIS allowed for the possibility of incentives for installers. Budget for any incentives would need to be covered within the existing price of the evaluation.

Any proposed approach must be compatible with Government Social Research (GSR) ethics and incentives guidelines.

Access to data

Ofgem will provide contact details of BUS installers, property owners with a BUS installation, and BUS “dropouts” (installers and property owners) so that they can be sampled to participate in the evaluation. This has been agreed via a data sharing agreement. Where sample is required which Ofgem are unable to provide, such as from among wider stakeholders, BEIS expects that appropriate contact details can be sourced from amongst consumer codes and policy colleagues within BEIS.

Data collection and analysis considerations

For both qualitative and quantitative data collection and analysis, at a minimum – where relevant – the following areas should be considered in bids:

- Sampling robustness – including sample sizes, sampling strategies and the achievement of adequate responses. In addition, for quantitative data collection, confidence intervals and weighting approaches should be outlined.
- Sample recruitment – bidders are expected to propose which roles within organisations will be asked to participate in interviews and the survey, as well as

²² [ONS analysis](#) indicates that the heating and cooling sector (which includes heat pump installers) is dominated by small-sized businesses, with 94.7% sole traders or micro sized firms (fewer than 10 employees) and 4.7% small businesses (10- 49 employees) in the sector.

sampling designs, details of how they plan to obtain contact details and obtain and maintain engagement with participants, and (where relevant) survey modes.

- Development of data collection instruments and fieldwork materials (e.g. interview topic guides) – bidders are expected to explain how data collection instruments and fieldwork materials will be developed and, where relevant, piloted. As part of this, BEIS expects to have the opportunity to review and sign off any instruments and fieldwork resources.
- Accessibility in data collection – BEIS anticipates that any survey software or digital communications with research participants would be in a format that is compatible with screen readers used by people with visual impairments. A small amount of budget should be set aside by the supplier within the overall evaluation budget to respond to other accessibility requirements (sign language interpretation, large font, etc) or requests for Welsh language translations if they arise.
- Data capture – for qualitative data collection, BEIS expects all interviews will be recorded (where consent is granted) to enable transcription for analysis purposes. BEIS would also expect there to be opportunity during data collection to review and revise the topic guide if required, on the basis of initial interviews.
- Data processing and cleaning – for quantitative data collection, including handling missing values, non-response and managing outliers.
- Analysis of qualitative data – including which analytical technique(s) will be used, whether analysis will be undertaken within and/or across cases, and how the analysis will be managed across organisations and individuals, if applicable.
- Quantitative data analytical approach and outputs – including use of descriptive or inferential analysis, details of any models to be developed and diagnostics, and how an appropriate approach to the analysis will be identified and developed.
- Quality assurance undertaken within the data collection and analysis process should be explained and any quantitative data analysis is expected to be in line with HMG's Aqua book.

Key challenges to consider

BEIS would like bidders to outline how they would tackle the following key challenges:

- **Possibility of sample exhaustion among installers** which may lead to falling response rates and/or decreased willingness to participate in qualitative work. Heat pump installers are a small population (~1,000 firms) and they are already the focus of a great deal of interest from researchers both inside and outside of government. Evidence suggests that the vast majority of heat pump installers are sole traders or micro businesses²³, and they are likely to be time-poor. BEIS will seek to synergise fieldwork activities to minimise burden where the same heat pump installers are the subject of multiple BEIS evaluations or research projects. BEIS would welcome additional thoughts from bidders on ways to avoid over-stretching the installer population.

²³ [ONS analysis](#) indicates that the heating and cooling sector (which includes heat pump installers) is dominated by small-sized businesses, with 94.7% sole traders or micro sized firms (fewer than 10 employees) and 4.7% small businesses (10- 49 employees) in the sector.

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- **Analysis of impacts could become complex if the design of the policy is altered midway**; for instance, if grant levels or eligibility requirements are amended midway through the lifetime of the scheme.
- **Climate change attitudes** and awareness could change mid-scheme depending on events (such as heatwaves or floods) and this may influence people's responses.
- **Disentangling the effects of soaring energy prices** from the impact of getting a heat pump on people's bills.

BEIS would also be interested to hear from bidders about any other key challenges they foresee and how they would tackle them.

Deliverables

Outputs

Alongside research reports for most research activities undertaken as part of the evaluation, other materials such as datasets, dashboards, etc, will be produced for internal circulation within BEIS (and in some instances Ofgem). Most research activities will also be accompanied by a presentation of results, delivered by the winning supplier.

Outputs arising from the evaluation will not routinely be published. However, an annual summary of interim results, reporting on the findings of all evaluation components within the past year will be published, so that key findings can be available to external stakeholders. This will also allow the findings of the evaluation to best feed into any policy outputs which require publication and to satisfy Government Social Research (GSR) requirements to publish research that was paid for using public money. Annual published reports will be accompanied by the latest set of data tables from the ongoing installer monitoring survey and the ongoing property monitoring survey, in addition to any other anonymised datasets acquired within the past year. All interim reports and data tables will be expected to be publication standard and should meet all accessibility and style guidelines which are in place at the time of delivery. BEIS will provide this guidance.

At the end of the evaluation, a final synthesis report will be published, outlining all work to date, outcomes, and final findings. The report should be explicit about the extent to which the BUS scheme met its objectives and the impacts of the policy, as well as outlining wider findings.

Where outputs are intended for internal audiences, the winning supplier may nevertheless find it efficient to produce outputs in BEIS templates, with language that can easily be amended to suit a public audience in future and in adherence to publication and accessibility standards. It is likely that some internal reports, or sections of them, are likely to be published as annexes to published reports. This will provide an effective basis for more quickly producing published reports and receiving fewer comments from BEIS on drafts of documents intended for publication.

A full timetable of expected outputs, based on the suggested methodology, is as follows:

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Date for delivery of output	Output
March 2023	A combined output for research activity 1 (scoping literature review) and research activity 2 (scoping exercise)
July 2023	A combined suite of outputs for: <ul style="list-style-type: none"> Research activity 3 (installer monitoring surveys) – first wave* Research activity 4 (property owner monitoring surveys) – first wave* Research activity 5 (process and impact interviews)
October 2023	Annual interim published report and tables
December 2023	Research activity 6 (work with non-applicants) outputs
March 2024	Research activity 7 (assessment of heat pumps installed and carbon abated) annual interim outputs Research activity 8 (FTE jobs tracking) interim findings outputs
July 2024	Research activity 9 (property owner follow-up survey) outputs
October 2024	Annual interim published report and tables
May 2025	Research activity 10 (markets and supply chain study) outputs
July 2025	Research activity 11 (final objective, impact and outcome analysis) outputs, which would include the final findings from: <ul style="list-style-type: none"> Research activity 7 (heat pumps installed and carbon abated) Research activity 8 (FTE jobs tracking)
December 2025	Research activity 13 (value-for-money) outputs
March 2026	Final synthesis report
Unknown	Research activity 14 (possible additional research & analysis) outputs

** Apart from the first wave, this table excludes outputs from research activities 4 and 5, as these will be ongoing surveys issued in waves. There are expected to be four waves of each, totalling 8 outputs. Outputs from each wave of both will be received in July and January each year.*

If bidders are submitting a different methodology to the suggested one, they should ensure their timelines will deliver evidence in time for the key policy review points, and still include annual published reports and a final synthesis report.

The scope of each type of output is laid out below:

Initial Workstream Meeting – each workstream will begin with an initial meeting between BEIS and the winning supplier to set expectations for that workstream, before the substantive work begins. The purpose of this meeting is to agree the overall research approach, and discuss any changed evidence needs.

Workplans – before each workstream begins, the winning supplier will share a full workplan, stating the methodology and the timelines for each stage of the research: scoping period, data collection, analysis, reporting, and redrafting. BEIS will review these to ensure that these fit evidence needs, and to add advice on BEIS availability for reviews and steering.

Qualitative Fieldwork Topic Guides – topic guides to guide the interviews. BEIS suggests interviews should be semi-structured to ensure that all key research topics are addressed

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whilst giving participants freedom to share unexpected insights. By semi-structured, this means that the topic guides would indicate each topic to be discussed, main 'broader' questions, and potential sub-questions and topics for each of these. The topic guides should indicate importance of the potential topics, and the extent to which the interview should 'dig-in' to topics raised or move on to the next topic. These should also include introductions to the research, the purpose of the interview, and the necessary consent script before the interview begins.

Presentation to BEIS – a presentation to BEIS colleagues on the findings from each research stream. BEIS anticipate these will be approximately one hour long each, and include time for questions. BEIS suggest these are typically delivered between the early and final draft stages of completing the accompanying research report, so that relevant suggestions from the audience may be incorporated in the final report. BEIS will approach this flexibly to best meet business needs. By default, these presentations will take place on Microsoft Teams and be recorded.

Short Internal Report – a short report for use in BEIS and Ofgem internally, presenting the findings from each research stream. These should be of a high standard, report results concisely, and be written to be understood by a policy audience. BEIS expects all results included in the reports to have been subject to substantive quality assurance (QA). Details of expectations in regards to QA are outlined below. The length of these reports will vary based on the research stream, but would likely be between 20-30 pages each. This limit does not include title pages, tables of contents or annexes, but the winning supplier will be asked to only include annexes where agreed with BEIS that they would be appropriate. All research reports will be expected to include a detailed technical (methodological) annex with enough detail for research to be replicable. These annexes will be compiled in a separate document to the main research report. BEIS may request that methodology sections are moved into the annexes if the level of methodological detail outlined cuts into the page count significantly. Where relevant, these reports should include evidence from other research streams to provide fuller context. BEIS will typically expect two drafts of an internal report.

2-3 Page Report Summary – a very brief summary of key findings from the research. These will include key findings and any relevant qualitative evidence needed to provide full context. These will be in an easy-to-digest format, making use of bullet points and graphics where appropriate to be shared with BEIS colleagues. Please note that this should be a product in its own right, rather than a repeat of the Executive Summary of a longer report. It is expected that BEIS would review two drafts.

2-3 Slide PowerPoint Dashboard – a PowerPoint dashboard presenting headline findings and key statistics from the research, in an easy-to-digest format to be shared with BEIS colleagues, including graphs, charts and graphics to illustrate results where appropriate. Proposals for alternative software such as PowerBI are welcome but choice of software would need to be agreed with BEIS before work commences, to ensure compatibility. BEIS would expect to review two drafts.

Customer Journeys Map – a short output which presents property owners' beginning-to-end journeys from first hearing about BUS to getting a heat pump installed. This should be

engaging and easy to digest, making use of visuals and graphics to convey customer journeys to BEIS colleagues in an easy-to-understand way. BEIS would expect to review two drafts.

Questionnaire – before each survey round, BEIS will review the questionnaire to ensure that the questions meet our evidence needs, and to quality assure the question phrasing. It is expected that BEIS review these once.

Dataset of Survey Results – tables presenting findings from surveys, with findings cross-tabulated by areas of interest. These should be in Excel, and follow GSS guidance on accessibility²⁴. These should also be accompanied by a set of raw data in .sav (SPSS) format. If the winning supplier does not use SPSS, a set of raw, cleaned data in .xlsx (Excel) format will also be accepted.

Combined Record Level Dataset – BEIS will regularly provide the winning supplier with a dataset of all BUS applications to date, including the personal data of BUS installers and property owners. After each survey wave, the winning supplier will match this with data collected in the surveys to create a new, combined dataset. This combined dataset should be provided to BEIS after each survey wave. It should be in Excel.

Data Analysis Guide – For more complex survey datasets, such as those with multiple waves, a short one or two-page analysis guide should accompany the dataset to help BEIS colleagues analyse the data.

Data Dictionary – A description of the contents and format of the dataset and the relationships between the data, so that BEIS may use the dataset as needed internally.

Draft Structure – for published research reports, BEIS will review the draft structure of the report, to iron out any differing expectations before the full report drafting begins. BEIS expects to only review this draft once.

Feedback Meeting – following the review of each draft of any published report, BEIS and the winning supplier will meet to discuss their general feedback, and for the winning supplier to clarify any queries on BEIS comments.

Publishable Annual Interim Research Report – these annual reports will share findings from across research streams finished following the preceding report (or to date, in the instance of the first). These must be of a publishable standard, with technical annexes and data tables (i.e. an annex with tables for each figure cited in the report) included. The Methodology section must include enough detail to be replicable. BEIS expect all results included in the reports to have been subject to substantive QA. Details of expectations in regards QA are outlined below. Reports should use the BEIS Microsoft Word reporting template, and follow BEIS accessibility guidelines that are in place at the time of delivery. The length of the reports will vary according to the amount of research which will feature, but BEIS would typically expect up to 50 pages, not including annexes. BEIS will request a reasonable number of annexes be included, based on need when planning the reports. Typically, BEIS

²⁴ See here: <https://gss.civilservice.gov.uk/policy-store/making-analytical-publications-accessible/>

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would expect to review two drafts of an interim report for a publication and a third “advanced draft” which will be submitted for internal sign-off, after which a final version is produced. Drafts will be subjected to peer review by a number of academics of BEIS’s choosing and at BEIS’s expense, though the winning supplier will be expected to action their feedback.

Synthesis Report – this final report for publication should include all evidence collected across the evaluation. It should give an assessment of scheme impacts and outcomes, and also contain the findings of the process and economic evaluation questions. The purpose of this report is to synthesise all of the evidence collected for the evaluation period, for both accountability and wider learning needs. It is expected that the winning supplier will consider how these needs will be met when drafting the report. Bidders are expected to be transparent about their synthesis method in their bids.

The length of the report will vary according to the amount of research which will feature; BEIS would expect 30-50 pages, not including annexes. It will be subject to the same standards and reporting requirements as the annual published reports, with the exception that BEIS will expect to review three drafts and then a fourth “advanced draft” for internal sign-off, after which a final version is produced.

Alternatives - If bidders submit an alternative to the suggested methodology, BEIS would expect a similar quantity of outputs. In all instances, they should be high quality, appropriate for the audience and be concise. In all instances, BEIS still expects annual published reports and a final synthesis report. Bidders are welcome to suggest ways of making the outputs listed above more engaging for policy colleagues, for example, with creative visual content such as graphic novel illustrations to communicate a customer journey or interactive dashboards.

Quality of outputs - in the event BEIS deems the quality of submitted outputs to be insufficient owing to data issues or poor drafting, BEIS will be at liberty to request additional drafts and would not expect to incur additional charges for this. BEIS will endeavour to be as clear as possible about expectations in regards the quality of reports and will be reasonable in making requests for extra drafts. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the winning supplier’s QA plan or wider bid.

Ethics

BEIS expects that the winning supplier will follow the GSR ethical principles as laid out in the professional guidance. These are that:

- Research should meet a clear user need and public benefit.
- Research should be based on sound research methods and protect against bias in the interpretation of findings.
- Research should adhere to data protection regulations and the secure handling of personal data.
- Participation in research should be based on specific and informed consent.
- Research should enable participation of the groups it seeks to represent.
- Participation in research should be conducted in a manner that minimises personal and social harm.

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Bidders should consider the above principles clearly in their bid, and show evidence of how they have mitigated risks relating to these, in each stage of their proposed research design.

It is possible that during the evaluation, researchers may encounter some property owners who, having installed a heat pump under BUS, have faced negative impacts on their wellbeing or finances by virtue of participation in BUS. In such instances, where practicable (such as in the setting of a qualitative interview) and where the participant is in current need of support, the winning supplier will be instructed to signpost the participant to relevant services who may be able to help, such as consumer code bodies or financial advice services. BEIS is not currently aware of any property owners facing negative impacts because of their participation in BUS.

Project management

The winning supplier will be expected to identify one named point of contact through whom all enquires can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Where a consortium or sub-contractors are in place, BEIS expects that they are included in meetings, workshops and review points where relevant to ensure their full engagement in the project. This will only be occasionally, and BEIS does not expect that this will be a matter of routine. Overall, BEIS ultimately expects the lead contractor to be responsible for management of sub-contractors, including ensuring they understand BEIS's requirements. BEIS does not expect to take any role in the management of sub-contractors. It is expected that the lead contractor takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

Regular project management updates and phone calls

The frequency of project updates is likely to vary throughout the course of the project in line with the nature of the activities at the time. It should be expected that at a minimum fortnightly Microsoft Teams calls will be required between the winning supplier and BEIS project manager. The winning supplier will be required to provide weekly written updates on project progress and outstanding actions for both the winning supplier and BEIS.

On occasion, BEIS may request that the winning supplier attend other ad hoc meetings outside of the regular project update and output development meetings mentioned thus far. Bidders should account for a small number of hours in this respect.

It is expected that the winning supplier will keep a project tracker up to date, which will include an invoice schedule and overview of the budget for each research stream. Though this is for the contractor's own purposes, BEIS expects it to be easy to follow so that BEIS can effectively monitor progress.

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On occasion, BEIS may ask the winning supplier to attend a BEIS office for a face-to-face meeting. This is not expected to be regular occurrence and online meetings will be the default. Attendance will be at the winning supplier's own expense.

Risk log

Any risks associated with the evaluation should be discussed and compiled into a single risk log across the whole evaluation. The risk log should include severity ratings and suggestions for mitigations. This should be a working document throughout the evaluation with both the winning supplier and BEIS providing input regularly. However, it is expected that the winning supplier will ultimately hold responsibility for the log and update it as and when needed.

Quality assurance

Sign-off for quality assurance must be done by someone of sufficient seniority within the lead contractor organisation to be able to take responsibility for the work done. This extends to work produced by sub-contractors. BEIS's acceptance of the work will take this into consideration. BEIS will ultimately hold the lead contractor accountable for all work produced, including that of sub-contractors. The lead contractor should ensure they have the resources available to assure the quality of work produced by sub-contractors. BEIS expects work will be submitted to us by the lead contractor in all instances and that they will receive feedback from us.

To demonstrate an effective process to produce high-quality reporting, the contractor must ensure that quality assurance is conducted by individuals who were not directly involved in that particular research or analysis.

Bidders should note that BEIS may appoint its own peer reviewer(s) to QA publishable outputs at its own expense. A BEIS-appointed peer reviewer will not be expected to provide detailed quality assurance; their role will be focused on higher level peer review.

Where complex or innovative methods are proposed, bidders should specify how additional quality assurance will be provided. Where necessary, this should include the use of external experts.

Outputs will be subject to BEIS internal approvals; the more substantive the output the longer the approval time required. Interim published reports will require three rounds of review, after which a final version is produced, and the synthesis report will require four rounds of review, after which a final version is produced. These should be factored into the timelines. BEIS may seek to recreate the analysis submitted by the contractor. BEIS will query any discrepancies between its own results and the contractor's results. For quantitative data, the contractor should be prepared to provide BEIS with a raw dataset in .sav (SPSS) format. (or a raw, cleaned data in .xlsx (Excel) format if they does not use SPSS), and copies of their code to aid BEIS in their QA, if applicable. With regards to qualitative analysis, BEIS may request raw anonymised copies of interview transcripts.

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The winning supplier will be responsible for any work supplied by sub-contractors. For primary research, the winning supplier should be willing to facilitate BEIS research staff to attend interviews or listen in to telephone surveys as part of the quality assurance process.

Performance metrics

BEIS will manage contractor performance with regular informal performance reviews to exchange feedback. BEIS will use a set of performance metrics as a tool for structuring feedback. These metrics will not be linked to any financial consequences such as service credits; the purpose of them will be to enable structured conversations about performance. Exact metrics will be agreed with the winning supplier, but will fall under the following themes:

- Timeliness (*e.g. delivering work to agreed timelines, responding quickly to queries*)
- Project management (*e.g. maintaining a risk register, maintaining a project tracker*)
- Quality – data (*e.g. quantitative data cleaned and report tables free of errors*)
- Quality – outputs (*e.g. well-drafted reports tailored to the relevant audience*)
- Attendance (*e.g. ensuring all staff absence is appropriately covered and all meetings attended*)

BEIS proposes that the burden of monitoring these metrics falls on BEIS rather than expecting the contractor to carry out additional work, although BEIS invite the winning supplier to provide an assessment of their own performance at informal performance reviews too, if they wish. Informal performance reviews will take place at least every six months; BEIS may choose to increase the frequency of these reviews as needed.

The metrics agreed between BEIS and the winning supplier will not be an exhaustive list of everything that the winning supplier will be expected to deliver, but rather, a framework to support good delivery and to ensure that BEIS is being transparent with the winning supplier about our expectations.

If ongoing performance is not up to the standards set out in this spec, formal performance review meetings may be required to agree an improvement plan to address this.

Payment milestones

Details of payment stages will be agreed with the winning supplier. Broadly speaking, payment stages for each workstream will follow this format:

- At the start of a piece of research, an initial payment to cover expenses only, which are needed to undertake the work.
- 30% of the remaining budget when the first draft of the main output is delivered.
- The remainder of the payment for that workstream would be paid after the final draft is delivered.

Where a workstream has multiple waves, this format will be followed on a per wave basis.

Non-workstream specific payments will be agreed separately with the winning supplier.

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Data security

The winning supplier must comply with UK General Data Protection Regulation (GDPR) and any information collected, processed and transferred on behalf of BEIS, and in particular personal information, must be held and transferred securely.

Bidders must provide assurances that any tools they intend to use for the collection or analysis of quantitative or qualitative data are UK GDPR compliant.

For information only: the winning supplier must ensure that the Privacy Notices for research participants include all the information required under the 'Right to be Informed' provisions of the UK GDPR. This includes lawful bases for processing personal data under Article 6 of the Regulation and Special Category Data under Article 9 of the Regulation. Participants must give their explicit consent to participate in research that involves the collection and processing of both personal and special category data. It must be made clear to participants that they can withdraw their consent at any time.

Social value

Every government contract is expected to offer a social and environmental return on investment, over and above the contract deliverables. Bidders will be scored on the extent to which they would add social value to the UK through the way in which they conducted the evaluation. Preferably, the winning supplier would plan to commit specific resource to adding social value through this contract. Bids will be assessed for both the quality and extent of the social value being offered.

BEIS encourage firm commitments that can be built into the contract with the winning supplier. During the lifetime of the project, BEIS and the winning supplier would regularly monitor progress on these commitments, and an action plan would be agreed if the winning supplier is not on track to meet their commitments. The winning supplier should routinely submit a short report annually to BEIS, outlining progress towards meeting the commitments set out in their response. The first report is expected within 100 days of the contract start date. BEIS may wish to discuss the contents of the report with the supplier.

Annexe A: Variables which will be available to the winning supplier from Ofgem and others via BEIS

Data source	Notes
<i>Ofgem BUS data</i>	
APT_Application_ID	Unique identifier for each BUS application
APT_Installation_postcode	Postcode for the address relating to that BUS application
APT_Installer_MCS_certification_number	Unique identifier for the company submitting the application
APT_BUS_account_ID	Unique identifier for the BUS account relating to the installer that has submitted that application

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APT_Date_application_received	The date that a BUS application is received by Ofgem
APT_Date_properly_made	The date on which a BUS application is considered 'properly made', i.e. consumer consent has been received and any requests for further information have all been addressed
APT_Technology_type	The type of technology being installed (Air Source Heat Pump; Ground Source Heat Pump; Shared Ground Loop Ground Source Heat Pump; Biomass Boiler)
APT_Fuel_type_being_replaced	The fuel type of the previous system that will be replaced by the BUS install (Coal; Direct electric; Gas; Oil; LPG; None; Other)
APT_If_fuel_type_is_Other	If the answer is 'other' to the previous variable, then this free text field provides more detail
APT_Is_property_rural	Flag indicating whether the property for the BUS application is in a rural area or not (Rural; Not rural)
APT_Is_property_on_the_gas_grid	Flag indicating whether the property for the BUS application is on the gas grid or not (True; False)
APT_EPC_reference_number	The reference number for the last EPC carried out on the property
APT_Property_type_domestic_non_domestic_unknown	Flag indicating whether the property for the BUS application is a domestic or non-domestic property (Domestic; Non-domestic)
APT_Is_property_exempt_from_EPC	Flag indicating whether the property is exempt from evidencing they meet EPC eligibility criteria required for a BUS grant
APT_Eligible_self_build	Flag indicating whether the property is an eligible self-build (True; False)
APT_Date_of_quote	The date on which the installer provided the quote for which the BUS application is being made
APT_Quote_reference	The installer's reference for the quote made to the property owner
APT_Total_quote_amount	The total value of the quote (in GBP)
APT_Cost_of_plant	The total cost of the plant (in GBP)
APT_Voucher_amount	The value of the BUS voucher being applied for (£5,000; £6,000)
APT_Voucher_issue_date	The date on which Ofgem issue the voucher to the applicant
APT_Voucher_expiry	The date on which the voucher expires
APT_Voucher_expired	TBC
APT_InstAddressUPRN	The Unique Property Reference Number (UPRN) for the property for which the BUS application is being made

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RDT_Redemption_submitted	Flag indicating whether a redemption application has been submitted to Ofgem for that BUS application (Yes; No)
RDT_Redemption_sub_date	The date on which the redemption application was submitted
RDT_approved	Flag indicating whether a redemption application has been approved (Yes; No; Not applicable – yes indicates that a redemption application has been submitted, approved and paid; no indicates that a redemption application has been submitted but not yet paid; not applicable means that a redemption application has not yet been submitted for that BUS application)
RDT_paid_date	The date on which a redemption is paid to the installer
RDT_MCS_install	The unique MCS reference for the installation
RDT_EPC_number	Number for the EPC, if a new EPC has been required in order to qualify for a BUS grant
ApplicationMONTH	BEIS calculated variable indicating the month of application (JAN; FEB; MAR; APR; MAY; JUN; JUL, AUG; SEP; OCT; NOV; DEC)
ApplicationYEAR	BEIS calculated variable indicating the year of application (2022; 2023; 2024; 2025)
ApplicationQUARTER	BEIS calculated variable indicating the quarter of the application (QUARTER 1; QUARTER 2; QUARTER 3; QUARTER 4)
RedemptionMONTH	BEIS calculated variable indicating the month of redemption/when the BUS grant was paid (JAN; FEB; MAR; APR; MAY; JUN; JUL, AUG; SEP; OCT; NOV; DEC)
RedemptionYEAR	BEIS calculated variable indicating the year of redemption/when the BUS grant was paid (2022; 2023; 2024; 2025)
RedemptionQUARTER	BEIS calculated variable indicating the quarter of the redemption/when the BUS grant was paid (QUARTER 1; QUARTER 2; QUARTER 3; QUARTER 4)
Days_appt_to_rdt	BEIS calculated variable indicating the number of days between the application being received by Ofgem and the BUS grant being paid (in cases where a voucher is issued and subsequently a redemption application is submitted)
<i>EPC data</i>	

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UPRN	The Unique Property Reference Number (UPRN) for the property for which the BUS application is being made
BUILDING_REFERENCE_NUMBER	Unique identifier for the property
CURRENT_ENERGY_RATING	Current energy rating converted into a linear 'A to G' rating (where A is the most energy efficient and G is the least energy efficient)
POTENTIAL_ENERGY_RATING	Estimated potential energy rating converted into a linear 'A to G' rating (where A is the most energy efficient and G is the least energy efficient)
CURRENT_ENERGY_EFFICIENCY	Based on cost of energy, i.e. energy required for space heating, water heating and lighting [in kWh/year] multiplied by fuel costs. (£/m ² /year where cost is derived from kWh).
POTENTIAL_ENERGY_EFFICIENCY	The potential energy efficiency rating of the property.
PROPERTY_TYPE	Describes the type of property such as House, Flat, Maisonette etc. This is the type differentiator for dwellings.
INSPECTION_DATE	The date that the EPC inspection was actually carried out by the energy assessor.
LODGEMENT_DATE	Date lodged on the Energy Performance of Buildings Register.
MAINS_GAS_FLAG	Whether mains gas is available. Yes means that there is a gas meter or a gas-burning appliance in the dwelling. A closed-off gas pipe does not count.
TENURE	Describes the tenure type of the property. One of: Owner-occupied; Rented (social); Rented (private).
<i>MCS data</i>	
MCS_Certificate_Number	The unique MCS reference for the installation
Certificate_Creation_Date	The date on which the certificate was created
Commissioning_Date	The date on which the work was commissioned
Total_Installed_Capacity	The total capacity of the installation
Estimated_Annual_Generation	The estimated annual generation
Installation_Company_Name	The name of the company responsible for installing the BUS system
Installation_Company_MCS_Number	The unique MCS identified for the company responsible for installing the BUS system
Annual_Space_Heating_Demand	The annual demand for space heating

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Annual_Water_Heating_Demand	The annual demand for water heating
Annual_Space_Heating_Supplied	The annual supply of space heating
Annual_Water_Heating_Supplied	The annual supply of water heating
Overall_Cost	The total cost of the BUS installation
Installation_Type	The type of property at which the BUS installation took place (Domestic;Commercial)
ONS data	
oslaua	The Local Authority in which the property receiving the BUS install is located
rgn	The region of England or Wales in which the property receiving the BUS install is located

Further variables will be available; a full list can be provided to the winning supplier at a later date.

Terms and Conditions

The Contract duration shall be for a period of 3 years and will include one-way break clauses applied at the end of Phases 1, 2 and 3.

Bidders are to note that any requested modifications to the Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

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