[Subject to Contract] Award Form Crown Copyright 2022

Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Department for Business, Energy and Industrial Strategy (the			
		Buyer). Its offices are on: 1 Victoria Street, London, SW1H 0ET			
2.	Supplier	Name: Hartley Anderson Limited			
		Address:	37 Albyn Place, Aberdeen, AB10 1YN		
		Registration number:	SC185883		
		SID4GOV ID:	n/a		
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.			
4.	Contract reference	Con_3841			
5.	Deliverables	See Schedule 2 (Specification) for further details.			
6.	Buyer Cause	The Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified below.			
7.	Collaborative working principles	The Collaborative Wo this Contract.	orking Principles do not apply to		
		See Clause 3.1.3 for further details.			
8.	Financial Transparency Objectives	The Financial Transpathered this Contract.	arency Objectives do not apply to		
		See Clause 6.3 for fu	rther details.		
9.	Start Date	04/04/2023			

10.	Expiry Date	31/03/2027		
11.	Extension Period	Further period up to <i>12 months</i> Extension exercised where the Buyer gives the Supplier no less than 90 days written notice before the Contract expires]		
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.		
13.	Incorporated Terms (together these documents form the "the Contract")	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: a) This Award Form b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) c) Core Terms d) Schedule 1 (Definitions) e) Schedule 20 (Processing Data) f) The following Schedules (in equal order of precedence): a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 11 (Continuous Improvement) e. Schedule 13 (Contract Management) f. Schedule 16 (Security) g. Schedule 21 (Variation Form) h. Schedule 22 (Insurance Requirements)		

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		k. Schedule 25 (Rectification Plan)
		I. Schedule 26 (Sustainability)
		 h) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.
14.	Special Terms	N/A
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	n/a
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	Buyer's Security Policy	Schedule 16 (Security)
19.	Commercially Sensitive Information	Schedule 5 (Commercially Sensitive Information)]
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
22.	Payment method	BACS – subject to invoicing

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23.	Service Levels	Not applicable
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of 150 % of the Estimated Yearly Charges] In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.
26.	Cyber Essentials Certification	Not required
27.	Progress Meetings and Progress Reports	 The Supplier shall attend Progress Meetings with the Buyer as required. The Supplier shall provide the Buyer with Progress Reports as required.
28.	Guarantee	Not applicable
29.	Virtual Library	Applicable as in schedule 30 – Exit Management
30.	Supplier Contract Manager	
31.	Supplier Authorised Representativ e	
32.	Supplier Compliance Officer	

33.	Supplier Data Protection Officer	
34.	Supplier Marketing Contact	n/a
35.	Key Subcontractors	Key Subcontractor 1 N/A
36.	Buyer Authorised Representative	

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Core Terms – Mid-tier

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer

Assets, and it has it has advised the Buyer in writing of:

- 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
- 2.4.5 the actions needed to remedy each such unsuitable aspect; and
- 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract.

- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:
 - a) that comply with the Specification, the Tender Response and the Contract;
 - b) using reasonable skill and care;
 - c) using Good Industry Practice;
 - d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - e) on the dates agreed; and
 - f) that comply with Law.
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.
- 3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:
 - a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
 - c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative

approach to service development and resourcing with Buyer Third Parties;

-) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- a) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit. This right to Audit is also during the Contract Period and for 7 years after.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

- 6.3.1 on or before the Start Date;
- 6.3.2 at the end of each Contract Year; and
- 6.3.3 within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.

- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of the Contract,

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

6.5 The Supplier must allow any Auditor authorized by the Buyer access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

- 6.5.1 complies with the Supplier's operating procedures; and
- 6.5.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.6 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.6.1 all information within the permitted scope of the Audit;
 - 6.6.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
 - 6.6.3 the Supplier Staff.
- 6.7 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.8.1 correcting any identified Default;
 - 6.8.2 rectifying any error identified in a Financial Report; and
 - 6.8.3 repaying any Charges that the Buyer has overpaid.
- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.9.1 tell the Buyer and give reasons;
 - 6.9.2 propose corrective action; and

- 6.9.3 provide a deadline for completing the corrective action.
- 6.10 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7 Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8 Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - a) manage Subcontractors in accordance with Good Industry Practice;
 - b) comply with its obligations under this Contract; and
 - c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the

purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or nonpayment if this 30-day limit is exceeded.
- 8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - c) allow the Buyer to publish the details of the late payment or nonpayment if this 30-day limit is exceeded.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
 - c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 **Competitive terms**

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the

Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 Error! Reference source not found. then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is executed by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

11. Rectifying issues

11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;

- 13.1.2 what Required Action the Buyer will take during the Step-In Process;
- 13.1.3 when the Required Action will begin and how long it will continue for;
- 13.1.4 whether the Buyer will require access to the Sites; and
- 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies. Clause 14.5.1 f) will not be applied if Termination is without reason.

14.4 When the Buyer can end the Contract

- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:
 - a) there's a Supplier Insolvency Event;
 - b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance
 - c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
 - d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
 - e) there's any material Default of the Contract;
 - a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
 - g) there's any material Default of any Joint Controller Agreement relating to the Contract;
 - h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, or Schedule 36 (Intellectual Property Rights) relating to the Contract;
 - i) the performance of the Supplier causes a Critical Service Level Failure to occur;
 - j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
 - k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
 - the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.



- 14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).
- 14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.

14.5 What happens if the contract ends

- 14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) all of the following apply:
 - a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
 - b) The Buyer's payment obligations under the terminated Contract stop immediately.
 - c) Accumulated rights of the Parties are not affected.
 - d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
 - f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
 - g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
 - h) The following Clauses survive the termination of the Contract:
 3.2.10, 6, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.
- 14.5.2 If either Party terminates the Contract under Clause 24.3:
 - a) each party must cover its own Losses; and
 - b) Clauses 14.5.1b) to 14.5.1h) applies.

14.6 When the Supplier can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

- 14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.
- 14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:
 - a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
 - b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - c) Clauses 14.5.1d) to 14.5.1h) apply.

14.7 Partially ending and suspending the contract

- 14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.
- 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
 - a) reject the Variation; or
 - b) increase the Charges, except where the right to partial termination is under Clause 14.3.
- 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for

- 15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.
- 15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and

- 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
 - 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3, 16.3 or Schedule 7 (Staff Transfer) of the Contract.

15.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

15.7.1 Deductions; and

15.7.2 any items specified in Clause 15.4.

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

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:

16.2.1 the Official Secrets Acts 1911 to 1989; and

16.2.2 section 182 of the Finance Act 1989.

- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
 - 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and

18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

19.1 Each Party must:

- 19.1.1 keep all Confidential Information it receives confidential and secure;
- 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-toknow basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
 - 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

19.4 The Buyer may disclose Confidential Information in any of the following cases:

- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- 19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 19.4.4 where requested by Parliament; and
- 19.4.5 under Clauses 4.6 and 20.
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full cooperation and information needed so the Buyer can:

20.2.1 publish the Transparency Information;

- 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
- 20.2.3 comply with any Environmental Information Regulations (EIR) request.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

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

23. Other people's rights in the Contract

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

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
 - 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only

be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the contract

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

26. Giving up contract rights

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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
 - 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 27.2.3 the proposed Subcontractor employs unfit persons
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.

- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that the Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

- 28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer/Supplier must be sent to the Buyer's / Supplier's Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
 - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and

- 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
 - 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
 - 31.5.2 immediately terminate this agreement.
 - 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 31.6.3 action it has decided to take.

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
 - 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements
 - of: 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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33.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
 - 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

37. Reporting a breach of the contract

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

37.1.1 Law;

37.1.2 Clause 16.1; and

37.1.3 Clauses 31 to 36.

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37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.3 to 39.5.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.3.1 determine the Dispute;
 - 39.3.2 grant interim remedies; and
 - 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.4.
- 39.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

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40. Which law applies

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

1.1

1.3

Schedule 1 (Definitions)

1. Definitions

In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this 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.

- In the 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 corporation. unincorporated association. firm. corporate. 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;

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

1.3.7

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 1.3.10 otherwise provided; and

references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- **1.3.12** where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
 - (I) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.4 In the 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 FDE Group Member"	means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties);
"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;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"Annex"	extra information which supports a Schedule;

"Approval"	the prior written consent of the Buyer and "Approve"
	and "Approved" shall be construed accordingly;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer's right to:
	(a) verify the integrity and content of any Financial Report;
	 (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);
	 (c) 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;
	(d) verify the Open Book Data;
	 (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
	(f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
	 (g) 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;
	 (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
	 (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;
	 (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
	 (k) 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 Buyer has used its resources;

"Auditor"	(a) the Buyer's internal and external auditors;
	(b) the Buyer's statutory or regulatory auditors;
	 (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
	(d) HM Treasury or the Cabinet Office;
	 (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
	(f) successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"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 Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Data"	means 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 Buyer's or End User's Confidential Information, and which:
	 (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or
	 (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
	 (c) any Personal Data for which the Buyer or End User is the Controller;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown

	IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"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);
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	 (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 Buyer (including all Buyer Existing IPR and New IPR);
	(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 Buyer's attention or into the Buyer's possession in connection with the Contract; and
	information derived from any of the above;
"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 Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

"Commercially Sensitive Information"	the Confidential Information listed in the Award 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 Buyer that, if disclosed by the Buyer, 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 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 the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date (c) until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the 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 UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";

"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 Work Day, of engaging the Supplier Staff, including:
	(i) base salary paid to the Supplier Staff;
	(ii) employer's National Insurance contributions;
	(iii) pension contributions;
	(iv) car allowances;
	(v) any other contractual employment benefits;
	(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
	(ix) reasonable recruitment costs, as agreed with the Buyer;
	 (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;
	 (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; and
	 (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;
	but excluding:
	(e) Overhead;
	(f) financing or similar costs;
	 (g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
	(h) taxation;

	(i) fines and penalties;
	(j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
	 (k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"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 government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"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 UK GDPR, (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; and (iv) (to the extent that it applies) the EU GDPR
"Data Protection Liability Cap"	has the meaning given to it in the Award Form
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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 the Contract;

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"Default"	any breach of the obligations of the Supplier (including abandonment of the 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 the Contract and in respect of which the Supplier is liable to the Buyer;
"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 Implementation 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 the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"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 Award 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 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non- contractual) arising 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 39 (Resolving disputes);
"Documentation"	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 the Contract as:
	(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
	 (b) is required by the Supplier in order to provide the Deliverables; and/or
	 (c) has been or shall be generated for the purpose of providing the Deliverables;
"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"	The Data Protection Act 2018
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer 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;
"End Date"	the earlier of:
	 (a) the Expiry Date as extended by the Buyer under Clause 14.2; or
	 (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;

"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"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;
"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;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	 means for the purposes of calculating each Party's annual liability under Clause 15.1 : (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU"	European Union
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"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);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;

"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	 The occurrence of one or more the following events: (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;
	 (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;
	 (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;
	 (d) any FDE Group entity commits a material breach of covenant to its lenders;
	 (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;
	 (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
	 (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
	 (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
	(i) any of the following:
	 (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

	 (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; (iii) page payment by any EDE Group optity of
	(iii) non-payment by any FDE Group entity of any financial indebtedness;
	(iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
	 (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
	(vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,
	in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; or
	(j) any one of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold.
"Financial	a report provided by the Supplier to the Buyer that:
Report"	 (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
	 (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
	 (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and
	 (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial	means:
Transparency Objectives"	 (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in

	providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
	 (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
	 (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
	 (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
	 (e) the Parties challenging each other with ideas for efficiency and improvements; and
	 (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"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;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:
	 (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;
	 (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
	(c) acts of a Crown Body, local government or regulatory bodies;
	(d) fire, flood or any disaster; or
	 (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
	 (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
	 (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

	(iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure
	to take reasonable preventative action by that Party;
"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;
"General Anti- Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013 and; and
	 (b) 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"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award 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;
"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 Buyer's Confidential Information, and which:
	(a) are supplied to the Supplier by or on behalf of the Buyer; or
	 (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services <u>https://www.gov.uk/government/publications/government-</u> <u>procurement-card2;</u>

"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (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 Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including:
	 (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 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
	 (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with the Award 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 the Contract specified in the Award Form;
"Insolvency Event"	 with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
	 (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
	 (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
	(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
	 (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
	 (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
	(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
	(f) where that person is a company, a LLP or a partnership:
	 a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a

			resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
		(ii)	an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
		(iii)	(being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
		(iv)	(being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
	(a)	that p an eff	vent occurs, or proceeding is taken, with respect to person in any jurisdiction to which it is subject that has fect equivalent or similar to any of the events oned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the 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 business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; 		
	(b)	regist	ations for registration, and the right to apply for ration, for any of the rights listed at (a) that are capable ng registered in any country or jurisdiction; and
	(c)		ner rights having equivalent or similar effect in ountry or jurisdiction;
"Invoicing Address"			s to which the Supplier shall Invoice the Buyer d in the Award Form;

"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;	
"IPR Claim"	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 Buyer in the fulfilment of its obligations under the Contract;	
"IR35"	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: <u>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</u>	
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);	
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing;	
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;	
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);	
"Key Sub- Contract"	each Sub-Contract with a Key Subcontractor;	
"Key Subcontractor"	 any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with the 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 Contract, and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form; 	
"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 Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"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;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	 (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or
	 (b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;
	but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;

"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;	
"Notifiable	means:	
Default"	(a) the Supplier commits a material Default; and/or	
	 (c) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure; 	
"Occasion of Tax	where:	
Non – Compliance"	 (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: 	
	 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; 	
	 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 	
	(b) 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;	
"Open Book Data"	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 Contract, including details and all assumptions relating to:	
	 (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: 	
	 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) together with a list of agreed rates against each manpower grade;	
	 (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 Award 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 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 	
	(h) the actual Costs profile for each Service Period;	
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <u>http://www.nationalarchives.gov.uk/doc/open-government-</u> <u>licence/version/3/</u> and the Open Standards Principles documented at <u>https://www.gov.uk/government/publications/open-standards- principles/open-standards-principles;</u>	
"Open Licence Publication Material"	means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;	
"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";	
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;	
"Parliament"	takes its natural meaning as interpreted by Law;	
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"Party"	the Buyer or the Supplier and " Parties " shall mean both of them where the context permits;	
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;	
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;	
"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-bodies2/whistleblowing-list- of-prescribed-people-and-bodies;	
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;	
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;	
"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 the Contract;	
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;	
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;	
"Prohibited Acts"	 (a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: 	
	 (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; 	
	 (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 the Contract; or 	
	(c) committing any offence:	
	 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 the Buyer or other public body; or
	 (d) 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"	technical and organisational measures which must take account of:
	(a) the nature of the data to be protected
	(b) harm that might result from Data Loss Event;
	(c) state of technological development
	(d) the cost of implementing any measures
	including 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;
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	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 IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:
	 (a) full details of the Notifiable Default that has occurred, including a root cause analysis;
	(b) the actual or anticipated effect of the Notifiable Default; and
	 (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);

"Rectification	the process set out in Clause 11;
Plan Process"	
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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:
	(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
	 (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"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;
"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 14.6.1 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 , whether those goods are provided by the Buyer internally and/or by any third party;
"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 the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;

"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);	
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;	
"Schedules"	any attachment to the 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 Schedule 16 (Security) (if applicable);	
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;	
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;	
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;	
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) 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 Award Form;	
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;	
"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	
	 (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; 	
	 (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided) 	

the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used) "Social Value KPIs" the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used "Social Value Report" the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used "Special Terms" any additional terms and conditions set out in the Award Form incorporated into the 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 Schedule 2 (Specification), as may, in relation to the Contract, be supplemente			
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 (c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; 	"Standards"	 (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 Schedule 2 (Specification); (c) standards detailed by the Buyer in the Award Form or 	

	(d) relevant Government codes of practice and guidance applicable from time to time;	
"Start Date"	the date specified on the Award Form;	
"Step-In Process"	the process set out in Clause 13;	
"Step-In Trigger	means:	
Event"	 (a) the Supplier's level of performance constituting a Critical Service Level Failure; 	
	 (b) the Supplier committing a material Default which is irremediable; 	
	 (c) where a right of termination is expressly reserved in this Contract; 	
	 (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form; 	
	 (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; 	
	 (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; 	
	 (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary; 	
	 (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or 	
	 (i) a need by the Buyer to take action to discharge a statutory duty; 	
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;	
"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 the 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 	

	 (c) 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"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	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 Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.3 of Schedule 36.
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Non-	where the Supplier has failed to:
Performance"	(a) Achieve a Milestone by its Milestone Date;
	 (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or
	(b) comply with an obligation under the 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 the Contract for the relevant period;

"Supplier Profit Margin"	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 the 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 the Contract;
	Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the 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;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (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 Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and 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 Schedule 30 (Exit Management);
"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 the 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 the Contract;
"Test Plan"	a plan:
	(a) for the Testing of the Deliverables; and
	 (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and " Tested " shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for –
	 (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
	(b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"Variation"	means a variation to the Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
·	

"Variation Procedure"	the procedure set out in Clause 28 (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;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work 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;
"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) (<u>https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</u>) applies in respect of the Deliverables; and
"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 Award Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

1. Introduction

BEIS brings together responsibilities for business, industrial strategy, science, research and innovation, energy and clean growth, and climate change.

Departmental priorities are to:-

- fight coronavirus by helping businesses to bounce back from the impacts of COVID-19, supporting a safe return to the workplace and accelerating the development and manufacture of a vaccine
- tackle climate change: reduce UK greenhouse gas emissions to net zero by 2050
- unleash innovation and accelerate science and technology throughout the country to increase productivity and UK global influence
- back long-term growth: boost enterprise by making the UK the best place in the world to start and grow a business

http://www.beis.gov.uk

This requirement is to provide a new Strategic Environmental Assessment (SEA) (or its future equivalent) and to manage the on-going maintenance of completed SEAs which will require the services of a contractor with extensive offshore environmental experience.

2. Background and summary of requirements

The Offshore Petroleum Regulator for Environment & Decommissioning (OPRED) (part of BEIS) is responsible for administrating a significant tranche of environmental legislation that applies to offshore oil and gas, and offshore gas and carbon dioxide storage and also manages the overall SEA programme on behalf of BEIS. BEIS has had a legal obligation under the Environmental Assessment of Plans and Programmes Regulations 2004 'the SEA Regulations' to undertake an SEA to inform its decisions on plans and programmes covering offshore oil and gas exploration and production, offshore gas and carbon dioxide storage, offshore renewables and offshore hydrogen. This means that SEAs need to have been carried out and maintained as necessary prior to licensing / leasing rounds in which offshore areas on the United Kingdom Continental Shelf (UKCS) are offered for licensing / leasing.

Since 1999, BEIS has conducted seven regional SEAs of the implications of further licensing of the UKCS for oil and gas exploration and production (SEAs 1-7), an SEA for a second round (R2) of wind leasing and a series of Offshore Energy Strategic Environmental Assessments (OESEA, OESEA2, OESEA3 and OESEA4). The purpose of this requirement is to continue to manage the process by which these SEAs are maintained prior to licensing / leasing rounds, to produce a new SEA, fifth in the

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OESEA series (OESEA5) (or its future equivalent), and to commission and manage any related environmental studies required to support the new SEA (or its future equivalent) and to address knowledge gaps identified as part of the SEA process. Habitats Regulations Assessments (HRA) will additionally be required during the contract period, if any applications relating to a specific offshore energy licensing round could potentially affect the integrity of any site designated, or being considered for designation, under the Habitats Regulations. These assessments are undertaken to satisfy the requirements of the Habitats Regulations, adopting the approach set out in the Offshore Petroleum Activities (Conservation of Habitats) Regulations 2001 (as amended).

The contractor will need to interact with the public, statutory nature conservation bodies (SNCBs), regulatory bodies, devolved administrations, non-governmental organisations (NGOs), the industry and senior academics in order to make recommendations to senior Government officials. The contractor will interact and manage the relationship with the SEA Steering Group which provides objective technical and general advice to facilitate the offshore energy SEA process. The contractor will need a proven track record in project management as well as wide-ranging knowledge of the offshore environment. The contractor will also need to have knowledge of past, present and emerging industry practice, regulation and environmental issues. The contractor will need to be able to demonstrate independence and impartiality.

3. Requirements and Outputs

3.1 SEA Maintenance

Required throughout the period of the contract, maintenance of SEAs involves an extensive process of consultation, collation of existing scientific data, marine research and issue of technical reports.

Deliverables will include reports and data which will give an understanding of the habitats and processes that affect those areas in the region of offshore energy developments. Typical information produced will include information from geophysical surveys, sediment sampling for biological and chemical analysis, seabird and marine mammal studies. The information collected will be widely published, including on <u>www.gov.uk.</u> The information will also be available to other government departments and industry to enable them to reduce costs in making marine environmental assessments for other sectors.

Specifically the SEA maintenance process will involve:-

- Assessing what has changed since the last time the area was assessed. Changes that need to be considered are:-
 - Changes in the environment or processes operating in the environment that may invalidate the assumptions/conclusions reached during the previous SEA(s).
 - New information that may change the way in which a potential impact is assessed.

- Changes in the development of energy resources that would change their potential impacts on the environment.
- Changes in the legislation that would introduce different methods of conducting assessments.
- Monitoring of "sensitive" areas which may require small elements of vessel time. "Sensitive" in this context means environments that are either:-
 - Sensitive habitats that may be impacted by the proposed developments, or
 - Habitats that may be subject to gross natural changes such that the original SEA may be partly invalidated.

3.2 Habitats Regulations Assessments

Undertaking Habitats Regulations Assessments (HRA) if any applications relating to a specific offshore energy licensing round could potentially affect the integrity of any site designated, or being considered for designation, under the Habitats Regulations. These assessments are undertaken to satisfy the requirements of the Habitats Regulations, adopting the approach set out in the Offshore Petroleum Activities (Conservation of Habitats) Regulations 2001 (as amended). The work will include, but will not necessarily be limited to:-

- Advising BEIS in relation to HRA requirements relating to specific licence applications.
- Consultation with regulatory bodies, NGOs,
- commercial organisations and academic institutions.
- Conducting a screening exercise for the HRA.
- Development of a detailed plan for the HRA (Appropriate Assessment).
- Liaison with BEIS on the plan for the HRA.
- Organising the production of a draft HRA, for discussion with BEIS.

• Organising the production and issue of the completed HRA, and arranging public consultation (including public meetings if appropriate).

• Responding to consultation on the HRA, including the amendment of the relevant documentation.

• Preparation of all relevant documentation for publication on <u>www.gov.uk</u>.

3.3 New SEA (OESEA5) or its future equivalent

Required during the contract period, the new SEA (OESEA5) (or its future equivalent), will assess the environmental impacts of BEIS's draft plan/programme to enable further licensing/leasing for offshore energy (oil and gas, gas storage, carbon dioxide storage, offshore renewables including wind, wave, tidal stream and tidal range) and offshore production, storage and transport of hydrogen. This includes consideration of the implications of alternatives to the plan/programme and of the potential interactions with other users of the sea. The Environmental Report (or its future equivalent) will

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inform the Government's decisions on the draft plan/programme and provide routes for public and stakeholder participation in the process.

The work will include but will not necessarily be limited to:-

- consultation with regulatory bodies, NGOs, commercial organisations and academic institutions etc.
- conducting a scoping exercise for the SEA
- development of a detailed plan for the SEA
- liaison with the SEA Steering Group on the proposed plan
- implementation and management of the SEA work programme

including but not limited to: -

- organising the drafting of maps and plans
- application of innovative techniques to meet SEA information needs

• co-ordination with existing academic, regulatory and commercial research programmes both UK and international

- identifying and capitalising on windows for shared opportunities
- integration with other UK and relevant international initiatives

• organising the preparation of technical specifications for survey, sampling, analysis and data compilation contracts covering all aspects of the marine environment

• organising the preparation of technical specifications for necessary specialist studies, review and syntheses

- establishing tendering processes
- complying with UK law on public procurement procedures
- conducting tender assessment exercises
- drafting and negotiating contracts
- undertaking technical and project management of contracts
- undertaking technical and QA review of contract deliverables
- administration of invoices and budgets
- resolution of disputes
- collating information and reports arising from the work programme
- interpretation and synthesis of information and reports

• developing recommendations relating to the environmental implications of offshore energy licensing and leasing rounds

• organising the production and issue of documents relating to the SEA, including draft and final consultation documents

• responding to consultation on the SEA, including the amendment of relevant documentation

• ensuring that all relevant documentation is available on www.gov.uk.

3.4 Advice and Support to BEIS

The contractor will be expected to demonstrate their ability to handle projects at the highest level of national strategic planning. The contractor will be required to consult with, advise and support BEIS on all aspects of the SEA process. This will include but will not necessarily be limited to:-

- Formation of a senior management team of sufficient calibre to provide advice on the development and maintenance of SEAs
- Establishment of meetings, working groups and consultation fora, to provide advice on issues relating to each SEA
- Provision of advice on the implications of the consultation feedback for offshore energy licensing and leasing rounds
- Preparation and maintenance of project strategies and plans for BEIS
- Responding to ad hoc requests from BEIS for support and advice
- Preparation of briefings for BEIS

3.5 Development and support of the SEA process

The SEA process continues to evolve (note - any changes to the SEA Regulations may require a different approach to be taken in the future). The contractor will develop the existing BEIS SEA process in response to any future changes in legislation, acquired knowledge, consultation feedback, evolving international practice etc. This will include but will not necessarily be limited to:-

- Liaison with BEIS on SEA management issues
- Proposing enhancements to the SEA process
- Organisation, management and participation in SEA Steering Group meetings
- Provision of administrative and technical support for the SEA Steering Group
- Publishing and distributing relevant documents

Any or all of these activities may require the use of experts and the preparation of technical reports.

4. Methodology

The contractor should provide a brief executive summary outlining their approach to the requirement.

The Contractor should also propose a methodology which would best meet the overall aims and objectives of this project, for approval by BEIS. This methodology is to be included in the bid package submitted by the Contractor. It should be based on and build on the methodologies already employed in this area or if not, should propose an alternative methodology with full details.

5. Ownership and Publication

Outputs are as detailed above and will include, but not be limited to, the Environmental Report and relevant technical studies required for OESEA5 (or its future equivalent), HRA's and other reports such as Scoping, Screening and Research findings.

The following requirements shall apply to data acquisitions:-

• In all cases, standards applied to data collection and analysis shall be the highest that it is practical to attain and appropriate to use .

• Recognised standards must be applied by the contractor and agreed by BEIS to the process of data collection and processing.

• Metadata must be provided with each data set in accordance with ISO 19115 or other recognised standard as may be recommended by the Marine Environmental Data and Information Network (MEDIN).

• The long term archival of data sets must be ensured by depositing the data in an appropriate Data Archive Centre (with any costs reasonably incurred to be met by the contractor) working to the standards established by the Marine Environmental Data and Information Network (MEDIN).

• Ownership and copyright of all data shall be vested in BEIS.

Any reports prepared by the contractor must include details about how this best practice has been undertaken and confirm that data have been submitted to the appropriate data archive centre.

6. Quality Assurance

Bidders must set out their approach to quality assurance in their response to this ITT along with examples of how they have quality assured previous similar projects and details of who will sign off outputs, and their role within the contractor's organisation.

7. Timetable

Contractors must demonstrate that they can meet the anticipated indicative timetable below for requirements as laid out in Section 2 (Specification of Requirements) above.



8. Challenges

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The SEA Programme work feeds into and supports BEIS objectives and the contractor must be able to demonstrate to BEIS their ability to deliver promptly and to a high standard.

9. Ethics

All bidders will need to identify and propose arrangements for initial scrutiny and ongoing monitoring of ethical issues. The appropriate handling of ethical issues is part of the tender assessment exercise and proposals will be evaluated on this as part of the 'addressing challenges and risks' criterion.

We expect contractors to adhere to the following Government Social Research (GSR) Principals:-

- 1. Sound application and conduct of social research methods
- and appropriate dissemination and utilisation of findings.
- 2. Participation based on valid consent.
- 3. Enabling participation.
- 4. Avoidance of personal harm.
- 5. Non-disclosure of identity and personal information.

10. Working Arrangements

The successful contractor will be expected to identify one named point of contract through whom all enquiries can be filtered. A BEIS contract manager will be assigned to the project and will be the central point of contact.

11. Contract Management

The contract will be closely managed via agreed Key Performance Indicators (KPI) by a dedicated contract manager within BEIS. Social Value will be addressed throughout the lifespan of the contract via agreed KPIs. Modern slavery will be monitored and evaluated throughout the life of the contract via appropriate contract conditions and regular contract delivery meetings.

KPI's will be agreed with the successful supplier.

12. **Performance Measures**

A minimum of quarterly meetings and reporting shall be established between the Supplier and BEIS to review progress, priorities and current activities to ensure that the service delivered meets expected requirements.

13. KPI Failure

If any of the agreed KPIs, including those in relation to Social Value, are classified as being at Amber stage, then the supplier will be required to provide an improvement plan, mitigating against further failure of performance. If any of the agreed KPIs reach [Subject to Contract] Schedule 2 (Specification) Crown Copyright 2022

Red stage, then the standard options of suspension and termination are available, in addition to the development of an improvement plan by the supplier.

14. Skills and experience

BEIS would like you to demonstrate that you have the experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team member's experience and capabilities. Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade / seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

15. Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the BEIS reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

BEIS recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to BEIS so that it can make a further assessment by applying the selection criteria to the new information provided.

16. Budget

The budget will range between £4.75m and £5.75m over the period of four years. Costs exclude VAT and all payments will be in sterling.

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In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with subcontractors.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

Cost will be a criterion against which bids which will be assessed.

BEIS aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

17. Social Value

As of 1st January 2021, the Social Value Model is applied to all procurements. The Social Value Model can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach ment data/file/921437/PPN-06 20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf

The Social Value questions require the Supplier to demonstrate what they will do to meet the Social Value Criteria within this contract rather than their company policy.

The Social Value criteria that will be assessed during this procurement are:

- Tackling Economic Inequality Creating new businesses, new jobs and new skills. MAC2.1: Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.
- Fighting Climate Change Effective stewardship of the environment including how you would assist BEIS in reaching their Net Zero target. MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

• Tackling Economic Inequality - Increase supply chain resilience and capacity - MAC 3.3: Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

[Subject to Contract] Schedule 3 (Charges) Crown Copyright 2022

Schedule 3 (Charges)

1. Definitions

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

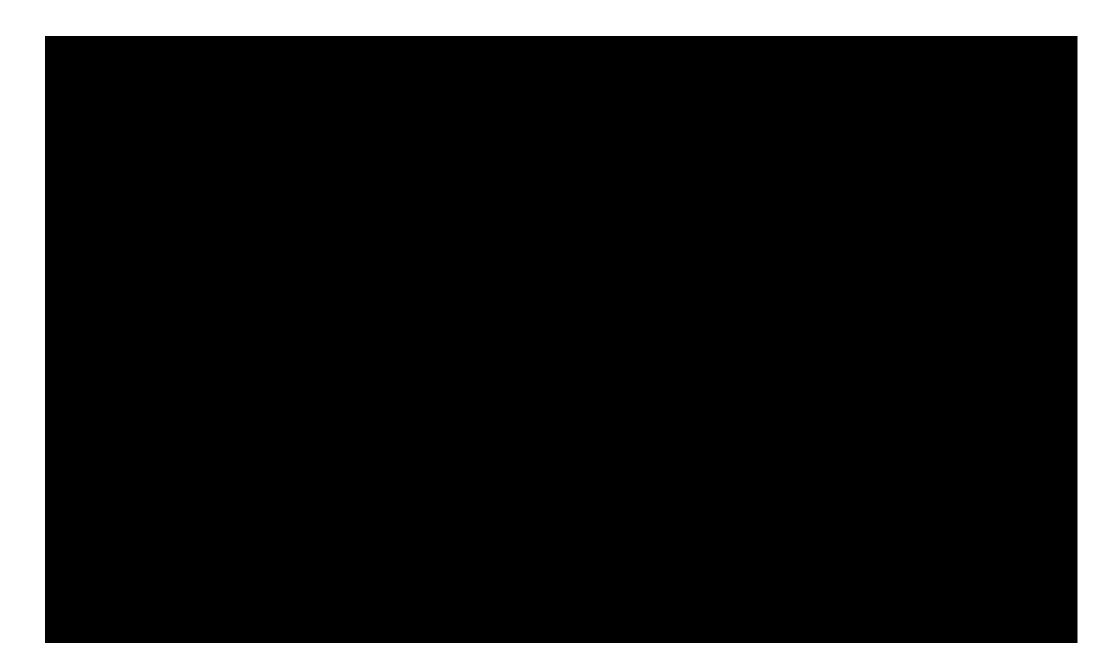
"Anticipated	the anticipated Supplier Profit Margin over the
Contract Life Profit	Contract Period;
Margin"	

"Maximummeans the Anticipated Contract Life ProfitPermitted ProfitMargin plus 5%;Margin"

2. How Charges are calculated

- 2.1 The Charges:
 - 2.1.1 shall be calculated in accordance with the terms of this Schedule;
- 2.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

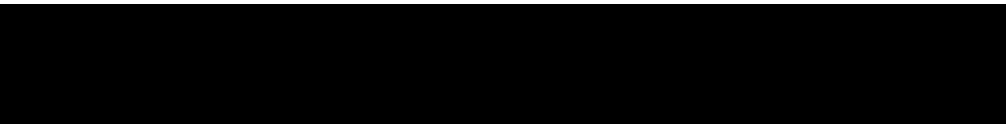




Mid-tier contract – Version 1.1 [Subject to Contract] Schedule 3 (Charges) Crown Copyright 2022

Rate Card





Mid-tier contract - Version 1.1



Mid-tier contract – Version 1.1

Schedule 4 (Tender)

Theme: Tackling Economic Inequality

Measure: MAC2.1

Method statement

Hartley Anderson is an SME providing environmental consultancy services primarily in the offshore energy sector in the UK and Ireland. The Strategic Environmental Assessment (SEA) programme involves the delivery of consultancy services; we are not involved in the procurement of materials or finished products other than those used in the delivery of these services as part of our day to day business. The services provided as part of the SEA programme include the preparation of SEA Environmental Reports and related consultation/engagement, Habitats Regulations Assessments associated with the licensing of aspects of UK offshore energy, the management of the SEA research programme, as well as providing advice and support to BEIS relevant to the contract.

The SEA Research Programme is a major component of the contract work which involves; the identification of research needs through the preparation of the SEA Environmental Report and SEA monitoring, inputs from the SEA Steering Group made up representatives from relevant Government departments, nature conservation bodies, industry stakeholders and non-Governmental organisations, engagement with a broad range of other research initiatives of relevance to understand the potential for collaboration and efficiencies, and the direct commissioning of work by specialist contractors, and in some circumstances, the indirect procurement or manufacture of equipment to undertake that research.

The research which is commissioned is highly varied in its nature and scope, and so the supply chain of suppliers is similarly diverse, but not necessarily large in view of the specialised nature of the work. The skills to undertake the work are usually held in academic and research institutions or organisations, specialist SMEs, and sometimes, larger consultancies. The majority of the research projects historically delivered under the SEA programme have been undertaken by universities (e.g. St Andrews, Leeds, Liverpool, Glasgow, Aberdeen, Loughborough), registered charities (in addition to universities, these have included the British Trust for Ornithology, RSPB), specialist SMEs (e.g. White Consultants), as well as specialist Government contractors including Cefas and the National Physical Laboratory, who often work collaboratively. Additionally, those undertaking the research often engage SMEs in the procurement of goods or services to facilitate the research. The range of contractors used has developed over time, reflecting the important areas of environmental research for UK offshore energy policy and industry, and those best placed to undertake the work.

It is proposed that we would continue to engage a broad range of SMEs and VCSEs to undertaken research associated with the SEA programme, by directly maintaining awareness of the diversity of suppliers which could undertake the work (which may involve a process of tendering) building on those previously used, and by maximising the use of inputs from the SEA Steering Group (e.g. in gaining insights on potential organisations who could undertake certain work) and coordination with other research programmes to understand the range of organisations involved in relevant areas of research which are both established or new.

We propose to make scopes of work for likely new projects available at an early stage, which would allow expressions of interest to be made from a broad range of organisations, and allow for the identification of new entrants and allow us to better understand the potential to grow diversity in the supply chain. This will involve advertising opportunities through routes such as the UKRI noticeboard, CMS Marine & Coastal News, or Contracts Finder and also broad advertising of the annual SEA Research Seminar where ongoing and potential future research is discussed – previous seminars have resulted in collaborations on new research both as part of the SEA programme, and independently from this. It should be noted that certain data and skills are held in relatively few institutions, and there may be limited scope to diversify in certain areas without diminishing the

quality of the research outcomes, or the impact of the research. We will continue to promote collaborate working in the research programme (where relevant) to help improve diversity in the supply chain. Ensure that disabled researchers, business owners and employees do not face barriers to participating in potential contract award, and any venue used for progress meetings or to present their work would be chosen to ensure it is accessible.

Project plan

The following outlines how the commitments made above will be implemented, measured, and reported.

To ensure that we continue to use a diverse range of suppliers in contracting the work needed to fulfil the objectives of the SEA Research Programme:

We will continue to actively maintain awareness of a broad range of organisations capable of undertaking the research relevant to the SEA Programme, with a focus on SMEs and VCSE participation. We will do this by engaging the SEA Steering Group specifically on their research priorities and their awareness of relevant organisations in the field, and through continued dialogue with the range of other research initiatives within which we currently engage, for example, the Offshore Wind Evidence and Change Programme, and the Offshore Wind Strategic Monitoring and Research Forum. We see this as part of the ongoing work we have undertaken in previous SEA contracts. **Target implementation date**: 2023 (immediately on contract award)

To broaden awareness of the research programme to relevant organisations through improved advertising of potential projects and related opportunities via the research section of the SEA website, and by making this an important part of the annual SEA research Seminar. With respect the latter, we will attempt to grow the event through broader advertising through relevant media (e.g. social media such as Twitter and more targeted sectoral advertising such as the Communications and Management for Sustainability weekly newsletter), the provision of hybrid events (in person and livestreamed) to broaden inclusion and engagement, and by providing appropriate seminar outputs and opportunities to engage following the event on the topic of potential new research projects, with a supplier focus. **Target implementation date**: 2023

For applicable projects, to broaden engagement with potential suppliers by the early advertising of potential work through the use as appropriate of the UKRI noticeboard, CMS Marine & Coastal News alerts, and Contracts Finder. **Target implementation date**: 2023

Monitoring

Of the metrics noted as relevant to this theme, *the total spend under the contract, as a percentage of the overall contract*, is most relevant to the SEA Programme, and can meaningfully reflect the diversity and nature of the organisations in the supply chain for the SEA Programme. It should be noted that the proportion of this spend in any given year may be variable subject to the annual budget, and proportion of contract award allocated to preparation of the SEA Environmental Report or other direct services to BEIS by Hartley Anderson. We would therefore propose adapting the metric to *the total spend under the contract, as a percentage of the overall annual research budget under the contract.* In particular, SME and VCSE participation in the projects undertaken as part of the SEA Research Programme collectively made up in excess of 70% (73%) of the annual research budget under the contract over the last 4 financial years. We would look to maintain spend with these groups at this level.

We propose to monitor the total spend as a percentage of the annual research budget against the categories of start-ups, SMEs, VCSEs and mutuals with an objective of maintaining a spend in excess of 70% of the research budget withes. This would use the value of the spend for each project in each financial year, allocated to each the aforementioned organisation categories. This metric will be monitored annually, and will also be considered each time a new research project is commissioned, to understand the mix the of organisations represented in our supply chain at any given time. We will report on this metric to BEIS on an annual basis, at which time we will take the opportunity to review the success of the project plan and any improvements which could be made.

Influence

Our staff who work on the SEA Programme will be reminded of the need to ensure we maintain diversity in our supply chain, and in particular for the SEA Research Programme, by directly implementing the above project plan, by continuing to engage in relevant research fora, and by maintaining awareness of our performance through the selected metric.

The SEA programme involves the procurement of research services, and there is generally limited scope to significantly influence the supply chain elements of these organisations (e.g. they are not involved in manufacturing finished goods, against which we could try and influence more local content that would support economic growth and business creation). There are sometimes circumstances where those commissioned to undertake work require the purchase of other services

For understanding research the acoustic or equipment. example, а recent project on characterisation of unexploded ordnance disposal involved researchers from the National Physical Laboratory and Loughborough University collaborating with UK-based SMEs to provide the relevant test conditions and equipment to undertake the experiments, which provided the basis for research output that could support a change in the way UXO is disposed of. While this is a specific case, where such opportunities arise as part of project planning, we will encourage those contracted to undertake research to partner with or support organisations, like SMEs, to promote economic growth.

Theme: Tackling Economic Inequality

Measure: MAC 3.3 Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

Method statement

Hartley Anderson is an SME providing environmental consultancy services primarily in the offshore energy sector in the UK and Ireland. The Strategic Environmental Assessment (SEA) programme involves the delivery of consultancy services; we are not involved in the procurement of materials or finished products other than those used in the delivery of these services as part of our day to day business. The services provided as part of the SEA programme include the preparation of the SEA Environmental Report and its related consultation/engagement, Habitats Regulations Assessments (HRA) associated with the licensing of certain aspects of UK offshore energy, the management of the SEA research programme, as well as providing advice and support to BEIS relevant to the contract.

As part of previous SEA programmes, including the assessments documented in Environmental Reports and Habitats Regulations Assessment reports, considerable effort has gone into standardising approaches and making use of Geographic Information Systems (GIS) to combine spatial data relating to, for example, environmental factors and those representing policy relating to other users of the sea (e.g. IMO shipping routes, fisheries, various aviation related constraints), in a way that assists the outcome of the assessments. For example, the HRA uses standardised distance-based effects screening criteria, which has been agreed with the statutory nature conservation bodies, and uses a range of national conservation site datasets and those relating to further oil and gas or carbon dioxide storage licensing. We have developed models in our GIS which can use a new licensing round input to rapidly identify all relevant sites to be included in the assessment, their location relative to the licence areas offered, and the features for which they are designated. In past years, this may have taken several steps and required a large degree of manual work. Similarly, we have undertaken successive spatial analyses to inform SEA Environmental Reports which account for a large number of environmental and socioeconomic variables to identify areas of potentially higher and lower constraint for future leasing/licensing as part of the draft plan, and over time we have developed models to make the assessment quickly repeatable should we need to adjust the variables on which they are based, whereas in former years, the mapped outputs would have taken a considerable number of manual steps to complete. Both of the above approaches have developed through our continued investment in our in-house GIS, by keeping pace with the software changes and matching these to new IT equipment as required. We continue to build a considerable catalogue of historical and new GIS data for use in our work at a strategic and project level, and continue to scal

The GIS software environment continues to develop both in terms of "desktop" software and new online ways of undertaking geoprocessing tasks or presenting dynamic maps. We are presently transitioning to the new industry standard desktop GIS software, ArcGIS Pro, which retains elements of its predecessor but uses updated software architecture and user interface, and has a more project orientated file structure. Additionally, we are developing ideas to integrate our desktop work with online maps through ArcGIS Online. This could allow us to present mapped outputs to accompany assessments outcomes, such as those associated with HRA and the spatial analysis referred to above, to allow a better consultee experience (e.g. being able to interrogate map items or turn certain map layers on or off to see how they interact). This is an area which is under development, with training materials directly available through our maintenance contract with ESRI, the distributor of ArcGIS, and also attendance at the annual UK or Scottish ESRI conferences.

In addition to our GIS software and hardware, we operate a fully integrated Microsoft Server/Office 365 based IT solution for all of our communications (e.g. email, Teams), user credential handling,

storage and sharing of data. This allows our users to work efficiently within a single platform, and provides a high level of control over user and data security. Our adoption and use of this way of working, in particular through Teams, has allowed for us to continue to hold meetings and workshops through the pandemic, including in preparation for the last SEA, and has allowed for greater efficiency by eliminating some travel and broadening the potential that people may be able to attend such events. We propose to continue to keep pace with this technology as it develops, and to offer hybrid events (meetings and seminars) in future to build on the success of our in-person and virtual meetings.

The SEA Research Programme is a major component of the contract work which involves; the identification of research needs through the preparation of the SEA Environmental Report and SEA monitoring, inputs from the SEA Steering Group made up representatives from relevant Government departments, nature conservation bodies, industry stakeholders and non-Governmental organisations, engagement with a broad range of other research initiatives of relevance to understand the potential for collaboration and efficiencies, and the direct commissioning of work by specialist contractors, and in some circumstances, the indirect procurement or manufacture of equipment to undertake that research.

We see the research programme as an important way to develop new scientific methods and skills. Much of the research is undertaken at academic institutions, is original in its content, and often either uses the latest techniques to collect data or is directly involved in developing these. Additionally, several projects have been framed as PhD studentships, which allows the individuals to develop new skills and builds experience capacity as a resource in academia, government or industry (as well as, publications in peer-reviewed literature). We will continue to develop research project scopes and encourage the undertaking of original and innovative research, with the methods and results being widely disseminated to a broad audience, with aim of improving the information base on which assessments and consenting decisions can be made and thereby reducing precaution and allowing for greater efficiency (both in time and resource). We will use project initiation, progress, and close-out sheets with a standardised format to review whether the research aims and objectives have been achieved. It should be noted that due to the nature of original research, there can be risks in the delivery of some project objectives even after these have been minimised as far as possible (e.g. where the application of untested methods does not prove effective, but such results are also very important); therefore, the success of a project may need to be gauged on its overall contribution to the field, and deviations from project scope can be agreed where initial results suggest a change of approach could better deliver the project aims and objectives.

Project plan

The following outlines how the commitments made above will be implemented, measured, and reported.

To complete the transition of our GIS desktop software to ArcGIS Pro for use in all SEA-related projects. Target implementation date: 2023

To develop new online ways of presenting map outputs in an interactive way where it can be demonstrated these would add value to the consultation process for HRA and SEA reports. **Target implementation date**: 2023-24

To look at ways of holding hybrid events, in particular, for the annual research seminar. Target implementation date: 2023

We will continue to call for new ideas through the Steering Group and internally within the SEA team, and coordinate with other research programmes to ensure best value for UK research in this area (e.g. by avoiding duplication or identifying where we can add value to existing important areas of research). **Target implementation date**: 2023

All staff to be accredited as carbon literate. Target implementation date: 2023-2025

Monitoring

We propose to ensure that all staff at Hartley Anderson are accredited as carbon literate via the Carbon Literacy Project, by 2025. We will report the percentage of staff who are carbon literate to BEIS annually.

The assessment services offered by the SEA provide a wider benefit to the offshore energy industry, including offshore renewables, for example by providing a substantial summary of the current environmental baseline, including where this fits within the current UK energy policy context, and sources of effect of each of the technologies assessed. It is hard to measure its direct contribution to subsequent project level assessment for developments that contribute to climate mitigation and adaptation. Similarly, the outputs from the research programme are clearly original and innovative, and contribute to a body of knowledge drawn upon by industry, regulators and their advisors to assess and consider as part of project consenting, but this may be challenging to define in terms of a product or service innovation. While this is not a specific metric referred to in relation to this theme (also refer to response on the theme of Fighting Climate Change), it is proposed that we track the number of peer-reviewed scientific publications related to the SEA programme as a means to reflect its impact on providing innovative outcomes that benefit the industry. We will report this to BEIS annually.

Influence

We will work towards all our staff being carbon literate. Additionally, we will look to develop a more formal approach to training in certain aspects of our GIS to ensure that skills are maintained and developed.

As referred to above, we will continue to develop scopes of work for new original research, and will look favourably on organisations involved in the work who propose new innovative ideas that look likely to progress research in a particular area, e.g. by providing data of a nature that could otherwise not be obtained, or greater granularity of results that could significantly improve understanding.

Theme: Fighting Climate Change

Measure: MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

Method statement

Hartley Anderson is an SME providing environmental consultancy services primarily in the offshore energy sector in the UK and Ireland. The Strategic Environmental Assessment (SEA) programme involves the delivery of consultancy services; we are not involved in the procurement of materials or finished products other than those used in the delivery of these services as part of our day to day business. The services provided as part of the SEA programme include the preparation of the SEA Environmental Report and its related consultation/engagement, Habitats Regulations Assessments associated with the licensing of certain aspects of UK offshore energy, the management of the SEA research programme, as well as providing advice and support to BEIS relevant to the contract.

The SEA Research Programme is a major component of the contract work which involves; the identification of research needs through the preparation of the SEA Environmental Report and SEA monitoring, inputs from the SEA Steering Group made up representatives from relevant Government departments, nature conservation bodies, industry stakeholders and non-Governmental organisations, engagement with a broad range of other research initiatives of relevance to understand the potential for collaboration and efficiencies, and the direct commissioning of work by specialist contractors, and in some circumstances, the indirect procurement or manufacture of equipment to undertake that research.

The main direct sources of greenhouse gas emissions from Hartley Anderson are from transport to meetings and conferences, and the space heating of our current main office in Aberdeen. With regards to the former, we propose to limit travel as far as possible to lower carbon sources, for example, be replacing flights with train travel, and where it is practicable and does not impinge the quality and utility of our work, through the use of remote conferencing and video calls to replace in-person meetings. Hartley Anderson rent office space and are therefore limited in our ability to make direct changes to reduce our emissions, however, we plan to select a new office which meets our requirements and the lowest Energy Performance Certificate of space that is available on the market.

The SEA programme covers all aspects of offshore energy in relevant waters of the UK, including offshore wind, wave, tidal and carbon dioxide storage, all of which are important contributors to the UK Government's energy policy. While the SEA assesses the plan for further offshore energy, its delivery is outside of its control, but the SEA Research programme has made an important contribution to filling relevant information gaps and assisting better environmental assessment by developers and consenting authorities, improved mitigation, and improved decision making. The

research therefore continues to deliver environmental benefits beyond the direct reach of the SEA Programme, and we propose to continue to commission new research and work collaboratively with researchers to deliver environmental benefits. We will work with contractors to understand what their corporate commitments are in relation to net zero.

Project plan

The following outlines how the commitments made above will be implemented, measured, and reported.

To identify new and appropriate office space which meets the lowest Energy Performance Certificate band on the market, and where possible, that does not use hydrocarbon gas for space heating. **Target implementation date**: 2023

To secure an energy supplier for our office space, subject to the terms provided by any landlord, which supplies 100% renewable energy. **Target implementation date**: 2023

To commit to having net zero greenhouse gas emissions as an organisation. Target implementation date: 2045

To continue to maximise the value of the SEA research programme to help deliver environmental benefits by addressing important issues relating to environmental impacts of the implementation of the plan assessed in the SEA Environmental Report.

Target implementation date: 2023 (ongoing)

Monitoring

Of the metrics noted as relevant to this theme, we propose to use the following to monitor this theme:

Percentage of carbon reduction (measured in metric tonnes carbon dioxide equivalents (MTCDE) across Scope 1, Scope 2 and Scope 3 by the supplier committed within the contract at a corporate level.

We will use the standard GHG Protocol measures to estimate our emissions and report on these annually to BEIS.

Supplier committed to carbon Net Zero at a corporate level by which date.

We commit to net zero by 2045, which is in keeping with the wider national target for Scotland, which is where our office and staff are primarily located. We can make individual changes to our business to reduce emissions as far as possible, but as noted above, some aspects of decarbonisation are beyond the control of our organisation, for example, it may not be possible to select certain IT provision or transport which is "zero emissions" within the timeframe of the contract, and achieving net zero across all emission scopes is likely to require offsetting before 2045, after which time there should be broader economy wide decarbonisation. We will reduce our emissions as far as possible in keeping with the above project plan. In addition to our own commitment, we will monitor contractor commitments to net zero as part of the research programme, and encourage project design which minimises emissions as far as possible while delivering on project objectives. Progress towards this metric will be reflected in our annual emissions and be reported to BEIS.

The establishment, implementation and tracking of an environmental scorecard.

The SEA programme has a no ability to directly influence measures such as the creation or protection of carbon sinks, but can have an indirect influence through the identification of research needs, the commissioning of research and the encouragement of those undertaking the work to publish in high impact peer-reviewed journals. While the research has specific objectives relating to the potential impacts of offshore energy, they often have broader applicability to other sectors in the UK marine and coastal environment. While this is not a specific metric referred to in relation to this theme, it is proposed that we track the number of peer-reviewed scientific publications related to the SEA programme as a means to reflect its impact on providing environmental benefits through the performance of the contract. We will report this to BEIS annually.

Influence

We will work towards all our staff being carbon literate (also see response to Technical Question 2.1.4). Additionally, we will formalise our own company policy on transport and assist staff in making decisions about balancing lower carbon transport options with the individual needs of the contract, and achieving the desired outcomes from meetings, some of which may be more successful in person. As referred to above, we will encourage those involved in the SEA research programme to publish their work in high impact peer-reviewed journals to extend the reach of the work as far as possible, and to ensure that it is built upon and used in other works rather than being solely published in the "grey" literature. This will

maximise the environmental benefit of the work. Where publication in journals is not possible, we will publish reports on the research pages of the SEA website and ensure results are included in SEA Environmental Reports.

Demonstration of a clear understanding the Requirements

Hartley Anderson Limited is an independent, UK, private limited company. Our personnel have unparalleled experience of the management and conduct of marine Strategic Environmental Assessments (SEA) in the NE Atlantic; we have been coordinator for the Department's oil and gas (latterly offshore energy) SEA programme, since 1999 (as joint coordinators until 2008). During that time, the company completed SEAs 1 to 7 and the four OESEAs as well as some 60 plan level Habitats Regulations Assessments including Appropriate Assessments. Experience and knowledge are critical to the delivery of the OESEA programme. Our staff retention is excellent; a substantial proportion of senior staff having been involved in our SEA work since 1999, the majority, and all key staff who worked on OESEA4 remain with Hartley Anderson. The work has involved tendering, contract and technical management and budget control for a wide range of research, surveys and studies contributing to the information base for oil & gas and carbon storage licensing and future marine renewables leasing rounds, extensive stakeholder liaison, organisation and facilitation of workshops and seminars, and website development. The company has extensive experience in undertaking and coordinating marine environmental and ecological research for renewable and nonrenewable energy, maritime and marine survey, and the environmental management of all stages of activity for a wide variety of marine industries.

Hartley Anderson has an active involvement in stakeholder and other research groups including FLOWW, ORJIP and ScotMER etc. as well as participating in NERC brokerage events on renewables, decommissioning and innovative monitoring. Hartley Anderson worked with AEA Technology to deliver the Sustainable Development Commission's reports on the Severn non-barrage proposals and UK case studies which included preparation of ten environmental assessments for tidal stream, tidal lagoons and barrages.

Hartley Anderson staff have extensive experience of the environmental management of marine industries in the UK and internationally. We have good working relationships with all the main regulators and conservation agencies developed over many years of involvement with government and industry. The company maintains involvement in and peer reviewed publication of marine environmental management, monitoring, ecosystem functioning, and biodiversity.

Our proposed team includes 2 associates brought in in recognition of the emerging challenges in Habitats Regulations Assessments, and Environmental, Social, and Governance aspects of oil & gas exploration and production.

We recognise that the delivery of the BEIS SEA programme requires knowledge, experience, responsiveness, accuracy and scientific rigour, flexibility, discretion and at times strict confidentiality. Our proposal sets out how we would bring our understanding, experience and team organisation to deliver the BEIS requirements for the SEA programme.

Assumptions and high level schedule

For the purposes of this proposal it has been assumed that the preparation and consultation on the OESEA5 Environmental Report (or equivalent) will take place in contract period 2, with elements of the process extending into contract period 3. An indicative schedule for OESEA5 is shown overleaf; we aim for shorter timings when items are within our control but it is recognised that events such as election purdah periods are sometimes unpredictable.

UE3EA3 III 2024-2025	2024 April	act		2025			Contra	ct Period3			
Agree the plan to be as	sessed with BEIS / NSTA				-	-}					
Liaison with BEIS including OE	SEA5 progress meetings										
Scre	eening & informal scoping				-	1				;	
	Steering Group meeting				-	:					
Commission OESEA5 underpinning sto	udies field and other work										
	Draft Scoping Report										
BEIS (including legal) review	s of Draft Scoping Report					2				;	
Cabinet Office Clearance	e of Scoping Report Issue										
Statutory/formal scoping with Env A	uthorities & Stakeholders										
late and interpret scoping consultation feedback	(& clarification meetings)										
Prepare scoping response, BEIS Review &	Clearance for publication										
Commission and manage OESEA5 sp	pecific studies / field work					- 1	_			1	
Maintain dialog	ue with key Stakeholders										
Expe	ert Assessment workshop				1	1					
Sector	meetings and workshops										
Regiona	al Stakeholder workshops										
Collate baseline, conduct	assessment and draft ER										
BEIS (including I	legal) reviews of Draft ER										
Cabinet Offic	ce Clearance of ER Issue				1	+	-	-	1		
	Public notices								1		
Formal Consu	Itation on ER & draft plan					5					
Collate feedback & prepare	Post Consultation Report					1					
	Post adoption statements					-{					

Adding Value

The importance of obtaining best value for the expenditure of public funds would continue to be an underpinning theme in the delivery of the SEA programme. Four elements of adding value are seen:

Cost effectiveness

Hartley Anderson is an SME with carefully controlled overheads and a balanced organisational structure. We aim for cost effectiveness in all aspects of travel which aligns with PPN 06/21, Taking Account of Carbon Reduction Plans in the procurement of major government contracts.

We arrange cost effective meetings, normally via Teams but when meetings in person are needed we preferentially select venues convenient to the attendees, which bring wider benefits (such as supporting learned organisations) and are close to public transport nodes. We anticipate a continued increase in the use of virtual meetings and hybrid meetings.

Opportunity identification and provision

We routinely work with regulators, academics, industry, Statutory Nature Conservation Bodies (SNCBs) and NGOs which promotes added value through data and knowledge exchange, understanding of perspectives and issues, practicality of solutions, and emerging techniques.

There is latent value in the information produced through the Department's SEA programme since 1999 which is all publicly available via the BGS SEA data portal. In the maintenance phase of the SEA programme we would aim to promote wider awareness, availability and use of existing and new SEA programme collected data, to maximise the wider value of the work.

We routinely seek to identify opportunities for collaborative work where there are shared areas of interest and timescales allowing value to be added through for example the sharing of vessels, survey team members, equipment etc as well as the joint funding of projects.

Hartley Anderson regularly provides career opportunities and training for graduates and postgraduates who then are able to contribute to the wider UK skills base; for this contract we would take on at least one junior consultant to assist with the work.

Experienced team

The continuity of team experience would allow a seamless commencement of SEA tasks, since we would build on the existing SEA programme processes, experience, contacts, data, GIS etc. The key team members have good familiarity with BEIS (and other) policy drivers, processes, requirements and expectations. Similarly, the majority of the existing Hartley Anderson team have experience in the delivery of numerous SEAs and HRAs and are thus familiar with the processes, UKCS marine environment, operation of the various offshore energy industries, industrial effects, mitigation measures, regulations and guidance, emerging issues and regulatory responses.

Contracting

Value can be added through familiarity with different contracting routes available to commission surveys and research for the SEA programme which satisfy the BEIS requirements, which allows flexibility and speed through a non-adversarial approach and the building of long term relationships where appropriate. We have developed and use a form of contract (which reflects the requirements of relevant BEIS Contract Terms and the BEIS Code of Practice for Research) suitable to contract research and studies in support of the SEA programme. We can state unequivocally that Hartley Anderson has no commercial interest in any other company and hereby warrant that we are able to carry out the duties of project managers without conflict of interest.

Ethics

Our expectations for ethical conduct are set out in our Combined Policies and Principles for Health, Safety, Environment, Ethics, Information Security and Quality. All employees are required to comply with our principles and rules for ethical and professional conduct – see extract below.

Assessment and monitoring of ethical issues will be undertaken as part of the project risk assessment process (see below) which would be applied throughout the duration of the contract.

In undertaking and commissioning research, including the solicitation of input via informal and formal consultation processes we will adhere to the Government Social Research (GSR) Principles:

- 1. Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings;
- 2. Participation based on valid consent;
- 3. Enabling participation;
- 4. Avoidance of personal harm;
- 5. Non-disclosure of identity and personal information.

In addition, animal welfare is a key ethical consideration which is assessed in the contracting of research, e.g. tagging studies must be approved and licensed by the Home Office and in the case of birds, also cleared by the Special Methods Technical Panel of the UK Ringing Committee.

Risk Identification and Management

Risk management is a key component of Hartley Anderson's quality management system. This requires that risk is considered at the tendering stage to ensure that we appreciate the technical, commercial and financial risks associated with a commission and develop our proposal such that risk mitigation and management are an inherent part of it. For example, an assessment of the technical complexity of a commission will ensure that we deploy the correct balance and experience of resources and design our programme to manage these challenges.

Our risk management process means that project risks are reviewed on a monthly basis as part of the project review system and the project risk register updated. The risk register would be maintained though the SEA programme and addresses delivery, technical and commercial risks. This risk register would be monitored throughout the project and where appropriate risks/issues discussed with the BEIS Project Manager to ensure that they are mitigated.

Four key risks to the successful delivery of the SEA programme are considered to be: timely achievement of critical steps and delivery of documents, budget availability, reputation/ethical issues and legal challenge. These and other potential risks would be monitored and managed as appropriate throughout the life of the contract.

Quality and standards

All OESEA outputs are subject to rigorous technical and quality review, final internal responsibility for approval for delivery to BEIS lies with the Hartley Anderson Focal Point.

The SEA team will ensure that all data collected and processed by the team, or as part of OESEA5 underpinning studies, will have associated metadata to discovery level following the MEDIN metadata standard, which is based on ISO19115 and includes INSPIRE metadata elements and complies with the GEMINI 2.3 metadata standard. Reports and related datasets will be made discoverable via the <u>https://medin.org.uk/</u>website, and stored in compliant Data Archiving Centres (DACs), including the BGS SEA data portal and others relevant to the data (e.g. DASSH for fauna, flora and habitat data). Additionally, data created through the SEA programme and submitted to any DAC will be in formats suitable for long term archiving and which enable future use.

Appropriate methods of sample collection, processing, analysis and reporting will be ensured through the contracting process for all OESEA5 supporting technical studies and projects commissioned as part of the SEA research programme. Appropriate methodological standards are specified at the contracting stage (e.g. for particle size and contaminant analyses or biological monitoring). It will be required that SEA consultation documents and reports from commissioned studies clearly describe and justify the standards and methods employed. Appropriate methods of sample collection, processing, analysis and reporting will be ensured through the contracting process for all OESEA5 supporting technical studies and projects commissioned as part of the SEA research programme. Appropriate methodological standards are specified at the contracting stage (e.g. for particle size and projects commissioned as part of the SEA research programme. Appropriate methodological standards are specified at the contracting stage (e.g. for particle size and projects commissioned as part of the SEA research programme. Appropriate methodological standards are specified at the contracting stage (e.g. for particle size and contaminant analyses or biological monitoring).

Relevant experience undertaking large scale strategic environmental assessment

Experience

Hartley Anderson personnel have unparalleled experience of the management and actual conduct of marine environmental assessments in the NE Atlantic. Since 1999, Hartley Anderson has coordinated the (variously named) Department's oil and gas, and latterly, offshore energy SEA programme. Between 2002 and early 2008 this coordination was undertaken jointly; since then we have undertaken the work independently.

Since 1999, the company has completed 12 UK offshore SEAs (tabulated below), undertaken plan/programme level Habitats Regulations Assessments (see response 2.3.2) and coordinated the SEA research programme (see below and response 2.3.3).

SEA	Area	Sectors covered	Year	Licensing/ leasing round
SEA 1	The deep water area along the UK and Faroese boundary	Oil & Gas	2001	19 th Round
SEA 2	The central spine of the North Sea which contains the majority of existing UK oil and gas fields	Oil & Gas	2002	20 th Round
SEA2	Outer Moray Firth	Oil & Gas	2002	20 th Round
extension				
SEA 3	The remaining parts of the southern North Sea	Oil & Gas	2003	21 st Round
SEA 4	The offshore areas to the north and west of Shetland and Orkney	Oil & Gas	2004	22 nd Round
SEA 5	Parts of the northern and central North Sea totheeastof the Scottishmainland, Orkney and Shetland	Oil & Gas	2005	23 rd Round
SEA 6	Parts of the Irish Sea	Oil & Gas	2006	24 th Round
SEA 7	The offshore areas to the west of Scotland	Oil & Gas	2008	25 th Round
OESEA*	UK offshore waters and territorial waters of England and Wales	Oil&Gas,Offshore wind	2009	26 th Round Round 3

SEA	Area	Sectors covered	Year	Licensing/ leasing round
OESEA2	OESEA2 UK offshore waters and territorial waters of England and Wales	Oil&Gas,Offshore	2011	27 th Round
		wind,waveandtidal stream, gas and carbon dioxide storage	2014	28 th Round
OESEA3	UK offshore waters and territorial waters of England and Wales	Oil&Gas,Offshore wind,waveandtidal stream, gas and carbon dioxide storage	2016	29 th Round 2016 Supplementary Round
			2017	30 th Round
			2018	31 st Round 31 st Supplementary Round
			2019	32 nd Round Round 4
			2022	1 st Carbon Storage Round
OESEA4	UK offshore waters	Oil&Gas,Offshore	2022	33 rd Round
a	and territorial waters of England and Wales	wind,waveandtidal stream, gas and carbon dioxidestorage, hydrogen production		onwards Future renewables leasing

Approach and application to the specification SEA Maintenance

SEA maintenance is considered an essential, ongoing and multifaceted task. The overall aim is to ensure that the SEA remains fit for purpose to support further licensing/leasing rounds, and to contribute necessary strategic information (some of which involves longer term studies) to be available for future SEAs as well as for activity and development consent applications.

This is achieved through review of the information base used for the last SEA, the assessment conclusions reached, results of monitoring the assessed plan implementation, close out of recommendations made in the Environmental Report, developments in the technologies covered by the plan, new evidence on effects (or lack thereof) and mitigation methods, new understanding of the marine environment, designation of new conservations sites (or extensions to the features for existing sites or changes in their conservation status), marine spatial plan introductions, and new UK regulations or international agreements. To allow us to undertake the SEA maintenance role we maintain technical currency through, for example:

- Attendance and presentations to conferences and other fora
- Practical involvement in the environmental management of oil & gas (from licensing through to decommissioning), offshore wind, CCS and other industries
- Regular networking with scientists, NGOs, government and other colleagues 2
- Membership of relevant professional organisations and technical working groups such as the FLOWW, ScotMER, and the MASTS Marine Energy Forum

- Subscriptions to key scientific journals e.g. Nature and Marine Pollution Bulletin and monitoring of the broader literature, including Scopus electronic alerts on key topics and reference citations
- Participation in draft regulation review

A briefing on the validity of OESEA4 to support further licensing/leasing rounds will be prepared for the BEIS Contract Manager during contract period 1, to be initiated at the start of the financial year 2023-24. A subsequent review of the OESEA5 is expected to be undertaken in contract period 4. The approach to these briefings is likely to be similar to the review of OESEA3 we prepared in 2018.

The identification of technical reports, studies, research and marine surveys needed to inform the SEA process is also a key element of SEA maintenance. Topics requiring further information will be identified from multiple sources such as the compilation of recommendations from previous OESEAs, emerging issues from the consenting process for marine energy industries (i.e. difficulties caused by lack of scientific evidence on important areas for mobile species, actual vs conjectured effects etc), stakeholder feedback on SEA and HRA consultations, discussions with other government departments/agencies, research councils, researchers, developers, trade bodies, and initiatives such as the Offshore Renewable Energy Catapult.

When a need is identified, we would develop outline scopes of work and the business need for the work, discuss with the BEIS Contract Manager and others within BEIS, and identify potential contractors to undertake the work. Typically we would discuss the potential work with relevant members (or the whole) of the Steering Group to get their perspectives on relative priority and then conduct a tendering exercise on a full scope (including required data and reporting standards) to select the best qualified and cost effective contractor. Exceptions to open tendering would be if there was a uniquely qualified individual or group, in which case a business case justification would be prepared to support the selection. Following contract award we would technically manage the study and critically review the draft report/outputs. Once a report is finalised it would normally be posted on the .gov.uk SEA webpages, with email alerts sent out to a wide distribution, and a copy of the report and data sent to BGS for archiving on the SEA data portal (data may also be archived in specialist data archiving centres). Open access peer-reviewed publication is actively encouraged to promote wider accessibility and use of the outputs of the SEA research programme.

Dissemination of the results of SEA studies is essential to promote wider awareness and use of data/findings. This is achieved through a range of mechanisms including those listed in the paragraph above, the preparation of research project summaries for posting on the .gov.uk SEA webpages, the giving of regular SEA research updates to the fora on which we represent the BEIS SEA programme, conference presentations, and organising SEA research seminars. Our involvement in and maintenance of awareness of the numerous other research programmes (e.g. ORJIP, OWEC, ScotMER, OWSMRF etc), ensures that research projects are not duplicated and opportunities for collaborative working including shared vessels and shared funding of projects are maximised.

Relevant monitoring already undertaken for activities covered by the OESEA plan/programme includes emissions, environmental effects and SEA objectives monitoring. It is proposed that these would be reviewed and, in discussion with the BEIS Contract Manager and then the SEA Steering Group, augmented as appropriate (e.g. by further regional survey, and contributions to UK population surveys of seabirds and marine mammals) during the lifespan of this contract.

New SEA (OESEA5)

To meet the specification our proposal is to build on those approaches and processes which have worked successfully in previous OESEAs, and to explore options to enhance efficiency and address emerging challenges. To deliver the OESEA5 Environmental Report (or its future equivalent) in periods 2 and into 3 of the contract the following steps are proposed, many of which will be run in parallel.

Work with the BEIS Contract Manager (and others within BEIS) to agree the scope of OESEA5 and the required timetable, define the draft plan/programme to be assessed, plan alternatives, scenarios, SEA objectives and overall approach to be used.

Approaches to undertaking and reporting an SEA include matrix-based and scoring systems (referencing activity/effect matrices) and topic-based narrative approaches. In view of the level of plan-making associated with OESEA5, and the need to report on complex issues and multiple interrelationships, on its own a score-based matrix is considered to be inadequate. The proposed approach is to provide an evidence-based consideration of the potential sources of effect identified, where specific areas of concern can be highlighted, allowing for a clear line-of-sight between assessment narrative, and SEA recommendations. This has been the approach to the main assessment sections of successive offshore energy

SEAs, and the collation of this information, like the baseline environmental information, also provide a valuable resource which extends beyond the immediate purpose of the SEA.

It is recognised that new approaches to the identification and assessment of impacts are developing, e.g. pressures-activity and sensitivity matrices and their integration, ecosystem services and the concept of natural capital recommended as the framework for the Government's 25 Year Environment Plan. OESEA5 will consider whether an ecosystem approach could add significant value to the existing assessment process. If adopting such an approach, it will be subject to scoping and discussion with the BEIS Contract Manager and the Steering Group. The SEA team will ensure that the assessment remains in compliance with the SEA Regulations (or future legislative framework). We will develop list of underpinning reports to be commissioned for agreement with BEIS and with input from the SEA Steering Group.

SEA Steering Group meeting to discuss the BEIS proposed draft plan, the SEA programme, refreshment/generation of underpinning reports, and prioritisation of research projects intended to be delivered to inform OESEA5.

Draft a scoping report for wide public consultation, and scoping presentations for use in meetings with individual organisations. All scoping feedback would be captured and distilled into a report which would inform the topics assessed in the Environmental Report and the information base used.

Expert assessment workshop with the Steering Group, BEIS, the SEA Project Management and Technical Teams and the authors of underpinning technical reports. The structured format of the workshop aims to build consensus views on SEA objectives and indicators, sources of potentially significant environmental effect, and protection priorities.

The expert assessment workshop conclusions are factored into the draft assessment of plan implications for receptors (natural environment and human uses) including the potential for cumulative and in-combination effects. The assessment method would follow that used in previous OESEAs and be based on scientific evidence, judgement and where appropriate spatial analyses undertaken using our in-house GIS (as was done in relation to future offshore windfarm capacity in OESEA4).

Organise a series of general stakeholder workshops covering different regions of the UK, some with individual industries (where these could be significantly affected by the proposed plan). These workshops seek stakeholder feedback on the initial findings of the assessment and other aspects of the SEA process so these can be taken into account in the OESEA5 Environmental Report.

Complete the drafting of the Environmental Report, which would be reviewed in whole or part by BEIS and the Steering Group as appropriate. The revised Environmental Report is then issued for public consultation and widely advertised using a range of mechanisms.

A post-consultation report is prepared in which consultation feedback is collated, assessed with input from BEIS and with responses to individual comments made. Once the Secretary of State has decided on whether to adopt the original or amended plan, a post adoption statement is prepared as a record of the decision and key factors influencing it.

Following plan adoption and receipt of licence applications by BEIS, Habitats Regulation Assessments are needed to consider the potential for individual licence awards to result in likely significant effects on national network conservation sites; the HRA would be undertaken in 2 stages, a screening followed if necessary by Appropriate Assessment (AA). The screening report and AAs are subject to consultation with the statutory nature conservation bodies and public as appropriate. It is likely that OESEA5 will support several licensing rounds and that each will require Habitats Regulation Assessments.

Hartley Anderson SEA Environmental Reports and other documents are written by a team rather than a single author as this allows individual staff technical specialisms to be reflected. The Focal Point and Project Manager are responsible for agreeing the document template and contents at the outset and checking overall technical accuracy and quality on completion.

SEAs 1 to 7, OESEA, OESEA2, OESEA3 and OESEA4 were all completed in this way – see <u>https://www.gov.uk/offshore-energy-strategic-environmental-assessment-sea-an-overview-of-the-sea-process.</u>

Advice and Support to BEIS

Our approach to the provision of high quality advice and support to BEIS is to ensure the senior management team stays current with the breadth of policy, legislation, industry technology, environmental issues, marine science and conservation relevant to BEIS's offshore energy remit and SEA programme, and maintains awareness of emerging policy and legislation and how that might affect the SEA programme or aspects of the plan is assesses. There is a large degree of continuity of knowledge in the SEA Team (e.g. of past practice, guidance, policy etc.) which provides a useful depth of understanding. As a knowledge based consultancy, Hartley Anderson actively monitors key expertise areas (e.g. EIA and SEA practice;

marine and environmental science; UK and international legislation and agreements; marine planning and management initiatives; marine renewables industry and oilfield practices, technology and mitigation measures, IT developments especially where these can facilitate effective and streamlined consultation) to ensure that advice provided is up to date. This is augmented by strong vocational interests in our senior management team which continues to result in peer reviewed published papers on a range of topics. In this way we are able to respond rapidly and within 24 hours if necessary to requests for briefings, advice or support.

Stakeholder and public consultation feedback can raise a range of technical and other issues requiring the provision of advice to BEIS on their implications for offshore licensing/leasing or the SEA process. The senior management team would carefully evaluate feedback and develop considered responses and provide advice for BEIS use.

In addition to liaison with BEIS on SEA management, and Steering Group and expert assessment workshop support there will be the need to organise internal meetings with staff from the various BEIS units which the SEA programme supports (to ensure plan objectives are addressed or amended as necessary), as well as meetings with BEIS and 3rd parties (such as SNCBs, industry trade bodies) to work particular SEA topics. We have previously organised or participated in such meetings for BEIS.

Development and Support of the SEA Process

In 1999, the Department initiated Strategic Environmental Assessment (SEA) for offshore oil and gas licensing with SEA 1, well in advance of the adoption of the SEA Directive, and Hartley Anderson have been intimately involved in the development of the Department's SEA process ever since.

The evolution in SEA form and practice will continue and Hartley Anderson would continue to actively seek improvement opportunities in SEA efficiency and effectiveness. These proposed improvements, (as now) will be discussed with BEIS and Steering Group before implementation. Ideas and opportunities for SEA process improvements are identified through review of experience with past SEAs, consultation feedback, input from the Steering Group and BEIS, active monitoring of developments in environmental assessment practice worldwide, and communication technology.

Guidance on SEA methods and best practice has been produced by UK government departments, IAIA, RSPB, SNCBs and the EU. Part of the project management role would be to keep abreast of external developments and identify successful adaptations of the SEA process, consultation techniques and presentation methods that could be applicable to the offshore energy SEAs.

A Steering Group for the SEA process was established in 2002, chaired by the Department and with broad representation from organisations with an interest in the SEA and its outcomes. Steering Group meetings have been held periodically with interim communication and updates by phone and email. This has worked effectively albeit at a reduced frequency of meeting since OESEA3, with the main focus being prioritisation of studies to be funded from the SEA budget and identification of opportunities for collaborative funding (often achieved on a one to one basis rather than by full meetings). In view of the importance of the Steering Group input and buy-in to decisions on OESEA5 and study/survey topics it is proposed that regular quarterly meetings are instituted during contract periods 3 and 4. Work groups drawn from the Steering Group and others would be used (as in the past) to address specific tasks such as certain tender evaluations. We would provide secretariat support to the Steering Group, arranging meetings and venues, drafting and circulating agendas, backing papers and minutes (all with BEIS review and input as necessary). Normally 2 people from the senior management team would attend each Steering Group, one to act as informed minute taker. Draft minutes would be circulated for approval at the next meeting.

The Steering Group, BEIS, the SEA senior management and technical teams and the authors of underpinning technical reports would be involved in the assessment stage of OESEA5 through an expert workshop. The structured format of the workshop allows building consensus views on SEA objectives and indicators, sources of potentially significant environmental effect and protection priorities for habitats, species and areas. As above, we would arrange meetings and venues, organise speakers, draft and circulate the agenda and backing papers and capture workshop outputs.

A wide range of organisations and individuals participate in the SEA process and an important part of the project management role is to organise, facilitate and support large and small meetings, including those above and industry and general stakeholder workshops, topic specific meetings and

research seminars/conferences. We have successfully organised such meetings for the SEA programme over many years, in a range of locations and venues.

Hartley Anderson prepare the Environmental Report and other consultation related documents using in-house desktop publishing and in line with current BEIS branding and document templates. The SEA uses a large volume and diversity of spatial data for spatial analysis and mapped outputs to support the narrative and assessment at the scoping and Environmental Report stage. We continue to develop our Geographical Information System and maintain awareness of new data, and its provenance, which would be used in the assessment. Future documents (including those produced by 3rd parties) would conform to BEIS's report writing guidance. Consultation on the OESEA5 Environmental Report would be well advertised in regional and national newspapers and through a variety of email and website alerts, and is facilitated through publication in downloadable Acrobat format on the BEIS section of Inside Government on www.gov.uk.

For OESEA5, consultation documents would be made available via a dedicated consultation page on .gov.uk, which will provide information on how to respond. Hosting the consultation this way will allow consultees to relay the link to others via Twitter and Facebook should they wish, and for consultation outcomes to be posted, either in the form of a post consultation report or Government Response. In addition, the consultation documents would be made available on memory stick (or in hard copy), if requested. Consultation would be conducted in line with the government's Consultation Principles (2018 or subsequent updated version).

Relevant experience undertaking large scale Habitats Regulations Assessments

BEIS is the Competent Authority (CA) in relation to Habitat Regulations Assessments for seaward oil and gas licensing under the Offshore Petroleum Activities (Conservation of Habitats) Regulations 2001 (as amended). Licensing for gas storage including carbon capture and storage is similarly covered under these Regulations. The Conservation of Offshore Marine Habitats and Species Regulations 2017 cover other SEA relevant activities in offshore waters (i.e. excluding territorial seas). Within territorial seas, the Habitats Directive was transposed by the Conservation of Habitats and Species Regulations 2017 in England and Wales, the Conservation (Natural Habitats, &c.) Regulations 1994 in Scotland (for non-reserved matters), and the Conservation (Natural Habitats, &c.) Regulations 1994 in Northern Ireland.

Hartley Anderson has extensive and long term experience in the undertaking of Habitats Regulations Assessments on behalf of BEIS (and its forerunner departments), in doing so we have addressed all the aspects listed in Section 3.2 of the ITT 446. We have also conducted HRA Screenings and Appropriate Assessments for other government and developer clients in the UK and Ireland (outlined later in this response). As part of the SEA work undertaken for the Department we have prepared Habitats Regulations Assessments for all UK Seaward Licensing Rounds since the 24th Round in 2006 and the first stage of the Habitats Regulations Assessment process for the 33rd Round (the HRA Screening) is currently out for consultation with the Statutory Nature Conservation Bodies. As a demonstration of this experience, the range of HRAs (some 60) we have undertaken for the Department are listed below:

- 24th Seaward Round of oil & gas licensing (UK wide HRA Screening)
- 24th Seaward Round of oil & gas licensing (inner Moray Firth Block 17/3 Appropriate Assessment & Cardigan Bay Blocks 106/30, 107/21 & 107/22 Appropriate Assessment)
- 25th Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for Southern North Sea, Eastern Irish Sea, Outer Moray Firth, West of Orkney, Wyville Thomson Ridge/Darwin Mounds area)
- 26th Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for Fair Isle Channel, Outer Moray Firth, Central North Sea, Southern North Sea, Central English Channel, Eastern Irish Sea, Northern Ireland)
- Out of Round Application (Block 103/1 St George's Channel Appropriate Assessment)
- 27th Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for West of Shetland, Outer Moray Firth, Southern North Sea, Central North Sea, English Channel, Eastern Irish Sea, Northern Ireland)
- 28th Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for Irish Sea, West of Shetland, Moray Firth, Central North Sea, Southern North Sea)
- 29th Seaward Round of oil & gas licensing (HRA Screening)
- 29th Seaward Round of oil & gas licensing (Mid-North Sea High and Northern North Sea Blocks Appropriate Assessment)

- Offshore Oil & Gas Licensing Out of Round Offer (Blocks 49/25c, 49/29a & 49/30e HRA Screening & Appropriate Assessment)
- Supplementary Seaward Licensing Round Screening & Appropriate Assessment: Blocks 9/18e, 10/1b, 12/28, 16/18c, 21/30e, 43/21b, 44/16b, 48/1d, 48/25a, 211/8, 211/19a HRA Screening & Appropriate Assessment
- 30th Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for Irish Sea, West of Shetland, Central North Sea, Southern North Sea)
- 31st Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for Irish Sea, Moray Firth, Mid North Sea High, English Channel)
- 31st Seaward Round of oil & gas licensing Supplementary Out of Round (Blocks 42/9a & 42/10c HRA Screening and Appropriate Assessment)
- Carbon Storage Licence Application (Outer Moray Firth HRA Screening)
- 32nd Seaward Round of oil & gas licensing (UK wide HRA Screening and Appropriate Assessments for West of Shetland, Central North Sea, Southern North Sea)
- Carbon Storage Licence Application (Irish Sea HRA Screening)
- Carbon Storage Licence Applications (Southern North Sea HRA Screening)
- Carbon Storage Licence Applications (Southern North Sea Appropriate Assessment)
- Rough Gas Storage Licence Application (HRA Screening)
- 1st Carbon Storage Licensing Round (HRA Screening)
- 33rd Round of oil & gas licensing (UK wide Screening)
- Carbon Storage Licence Application (Irish Sea HRA Screening)
- 1st Carbon Storage Licensing Round (Appropriate Assessment)

Over the period we have developed and refined the Habitats Regulations Assessment process used, in collaboration with the Department and BEIS Legal, to reflect emerging legislation, case law, guidance, SEA steering group discussions, consultation feedback received, scientific evidence, best practice, and conservation sites status and advice on operations. The aims of the changes made to the process have been to:

- reduce the timescale from initiation of an HRA to its conclusion to facilitate attainment of plan/programme objectives
- maintain/enhance the robustness of the assessments to reduce the risk of challenge and consequent delay
- improve efficiency of the methods used to speed cost effective delivery of documents and outcomes
- preparation of region specific assessments as appropriate to reduce SNCB and other stakeholder review effort (reflecting the progressive devolution of responsibilities in the UK)

Examples of improvements made include undertaking the HRA Screening of all areas offered on announcement of a licensing round, in this way the stakeholder consultation on the Screening can be completed and the document finalised before the round has closed. The preparation of the Appropriate Assessment(s) can then proceed for the areas applied for on the firm basis of stakeholder agreement on the conclusions of the Screening step. We have developed our in-house geographical information system (GIS) to be able to prepare HRAs for the Department (including at short notice) for proposed licensing/leasing or projects with the potential to have a likely significant effect (LSE) on any marine national network site anywhere on the UKCS. In conjunction with the Department we developed spatial criteria on the scale of effects leading to LSE that could arise from exploration and appraisal activities. These criteria were discussed and agreed with the SNCBs and have streamlined HRA screening assessments since 2016, with minor revisions made to reflect new evidence and to cover additional activities that could follow licensing. To facilitate HRA reviews by SNCB and others, we have framed the documents so they can be read from either a conservation site or a Block (or licence area) focus.

With increasing marine development including of offshore wind, oil & gas and carbon storage, some parts of the UKCS e.g. the southern North Sea are becoming crowded, leading to some plan level and project HRAs to conclude that a likely significant effect and adverse effects on site integrity could

not be discounted and that IROPI or compensatory measures would be needed. We maintain close awareness of such HRAs (in terms of approach, evidence base and conclusions) so that these can be reflected as necessary in the HRAs prepared on behalf of BEIS.

On behalf of BEIS Hartley Anderson (with Pelagica) has undertaken a Review of Consents of Major Energy Infrastructure Projects and Special Protection Areas under Regulation 65 of the Conservation of Habitats and Species Regulations 2017, and Regulation 33 of the Conservation of Offshore Marine Habitats and Species Regulations 2017. The work commenced with a review of the consents granted for more than 25 UK offshore windfarms and HRA Screening against the UK national network SPA sites. This entailed the coordination of a large body of SPA site and project information, and workshops (and other consultations) with relevant consent holders, conservation bodies and other interested parties. The relevant projects and related SPAs for which a LSE could not be excluded were identified at the screening stage, following public consultation on the HRA Screening a second stage of the work, an Appropriate Assessment was undertaken. This is in final draft awaiting clearance to initiate public consultation.

On behalf of the Irish Department of Housing, Local Government and Heritage (DHLGH) Hartley Anderson have completed Appropriate Assessment Screenings, Appropriate Assessments and Annex IV Risk Assessment Reports for Foreshore (FS) consent applications for a diverse range of projects in the marine and intertidal environment:

FS007053 Cheekpoint Boat Owners Association Pontoon and Gangway Co. Waterford

FS007045 Codling Wind Park Site Investigation, Wicklow & Dublin

FS006982 Energia site investigation for windfarm off Helvick Head

FS006889 America Europe Connect 2 Transatlantic Cable at Louisburgh, Co. Mayo

FS006969 Courtmacsherry Pier Dredging & Pontoon, Co. Cork

FS007028 Drogheda Port Company Dredging of River Boyne

FS007048 Energia windfarm site investigations off Wexford Coast

FS007037 Cork County Council Ballycotton Harbour Dredging

FS007223 Dundalk Port Maintenance Dredging, Co. Louth

FS007083 EirGrid Cross Shannon Electricity Cable

FS006893 Dublin Port Expansion MP2 Project, Co. Dublin

FS007132 Dublin Port Company Maintenance Dredging, Co. Dublin

FS006916 EirGrid PLC Celtic Interconnector project – Subsea cable

FS007404 Inis Ealga Marine Energy Park site investigations off Co. Cork

FS007188 RWE Renewables Ireland, Dublin Array Offshore Wind Farm site investigations

FS007261 Shelmalere Offshore Wind Farm, site investigations off counties Wexford and Wicklow

FS007373 Mainstream Renewable Power Ltd., windfarm site investigations off Co. Dublin

FS007374 Mainstream Renewable Power Ltd., windfarm site investigations off Co. Wexford

FS007375 Mainstream Renewable Power Ltd., windfarm site investigations off Tralee

FS007164 Dublin Port Capital Dredging

FS007290 Fendering replacement at Carlisle Pier, Dún Laoghaire, Co. Dublin

FS007509 - Rosslare Europort Offshore Wind Hub site investigations

FS006233 Seaweed Harvesting, Co. Donegal

FS007038 Lady's Island Pipeline installation, Co. Wexford

Over the last 16 years Pelagica has undertaken over sixty HRAs relating to offshore oil and gas and offshore wind projects. Recent HRAs include those undertaken for the Norfolk Vanguard and Hornsea Three offshore wind farms for BEIS. These two assessments were the first to be undertaken in the UK for offshore wind projects where derogation was required due to adverse effects on kittiwake. A case for IROPI was made and suitable compensation identified. Strategic HRAs include three for Review of Consents including assessing impacts from offshore wind projects to birds in SPAs, harbour porpoise in the Southern North Sea SAC and red-throated diver in the Outer Thames Estuary SPA. All have required extensive consultation, workshops and liaison with BEIS throughout.

In addition, as part of Environmental Statement (ES) and other consent application supporting assessments, Hartley Anderson routinely include the information base on sites features, activities, potential for LSE, and proposed mitigation measures necessary for the Competent Authority to undertake Habitat Regulations Assessment. This information base is either included within the ES or provided as standalone HRA Screening and Appropriate Assessment documents, for example the Abigail Field Development ES (D/4263/2021) and Kinsale Area Decommissioning Project Report for the purposes of Appropriate Assessment Screening and Article 12 Assessment Screening (2018).

We recognise that there may be changes to the Regulations and guidance regarding Habitats Regulations Assessments during this contract reflecting the outcomes of the recent consultation on the Nature Recovery Green Paper: Protected Sites and Species. Based on the present legislation and guidance the following high level process would be followed since BEIS is the Competent Authority (CA) in relation to Appropriate Assessment (AA) for seaward oil and gas licensing, and for gas storage licensing (hydrocarbon and carbon) under the *Offshore Petroleum Activities (Conservation of Habitats) Regulations 2001* (as amended), and is therefore responsible for undertaking Habitat Regulations Assessment.

Screening stage

In considering whether oil and gas or CO₂ licensing requires an AA, the following approach to screening has been developed over previous licensing rounds:

- Identify the relevant national network sites likely to be affected by the plan.
- Consider the potential activities that could follow licensing and in particular the potential sources of significant effects on national network sites. This includes both a generic consideration of oilfield/CCS activities and block/area specific consideration based on NSTA indications of potential activity levels based on block/area applications.
- Identify those national network sites where no significant effects from the draft plan were likely, for example, because there is no pathway
 whereby the features or species for which the site is designated are at risk from activities that could follow licensing. These sites are screened
 out from requiring AA.
- The above information is distilled into a Stage 1 HRA report a draft of which is sent by BEIS to the SNCBs for consultation and their comment. Based on SNCB feedback, the document is revised and published on the .gov.uk website.

Appropriate Assessment stage

An Appropriate Assessment is to determine whether it is possible to authorise the plan under Article 6(3) and involves consideration of whether, on the basis of the precautionary principle it can be concluded that the integrity of relevant national network sites would not be affected by the plan. This impact prediction involves a consideration of relevant site features, site conservation objectives and status, potential direct and indirect effects, cumulative and in-combination effects, and whether appropriate mitigation measures could be designed which cancel or minimise any potential adverse effects identified. A draft AA report (or normally a series of reports to reflect the geographic spread of licence applications) is produced and consulted on with BEIS's statutory advisors and the public. Based on consultation feedback the AA is revised and finalised and the Secretary of State considers whether, in the light of comments received and case law, it was possible to go ahead with the plan (i.e. to issue licences).

Details of how you will apply your expertise to commission / undertake specialist studies in relation to the SEA Programme of work and how they will be utilised for this contract.

Hartley Anderson staff have extensive experience of marine environmental research and the environmental management of marine industries in the UK and internationally. We are experienced in bridging the gap that can exist between academic perspectives and the needs of the applied community i.e. facilitating framing and delivery of information and tools of practical application (as opposed to theoretical frameworks). We have good working relationships with all the main regulators, conservation agencies, several universities, institutes and UKRI research centres developed over many years of involvement in applied environmental research with government and industry. The company maintains involvement in, and peer reviewed publications on marine environmental management, monitoring, ecosystem functioning, and biodiversity. Examples of Hartley Anderson staff facilitating academic and industry research collaborations include:

Offshore Energy Strategic Environmental Assessment - Since 1999, Hartley Anderson have been coordinators for the DTI (now BEIS) oil and gas, and latterly, offshore energy Strategic Environmental Assessment (SEA) programme. We have solely managed the OESEA research programme since 2008 during which time we have scoped, prepared business cases, commissioned, contracted and managed well in excess of 100 research projects, a number of which have spanned several years and included several PhD studentships and post-doctoral research assistant fellowships. For each project the work involves the scoping, tendering, contract management, technical management, budget control progress reporting, and dissemination for a wide range of surveys and studies, extensive stakeholder liaison, organisation and facilitation of workshops and research seminars contributing to the information base for oil & gas licensing and marine renewables leasing rounds.

The range of studies funded under the SEA programme is broad, with priorities guided by the recommendations made in SEA Environmental Reports, discussions with the SEA steering group and a range of other stakeholders (individually and in relevant fora), and emerging policies and evidence from research programmes, and assessments made in support of consent applications.

The majority of research contracts are placed with leading institutions with strong emphasis placed on peer reviewed publication or results to promote awareness, wider acceptance and use of the findings. A list of recent publications arising from the SEA Programme is at: <u>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/</u>
<u>1115222/BEIS_Offshore_Energy_SEA_-</u> <u>Recent_Papers_November_2022.pdf</u>

We seek to identify innovative techniques to meet SEA information needs, these include new tools such as high resolution, long lasting geolocator tags with multiple sensors that allow detailed understanding of marine mammal or seabird natural behaviour and responses to man-made stimuli such as windfarm presence or underwater noise. It also includes emerging techniques that offer the potential to significantly advance understanding of a relevant subject, for example the incorporation of near infra-red spectroscopy (NIRS) into geolocator tags to provide non-invasive biomedical imaging to measure oxy- and deoxyhaemoglobin concentration changes to detect localised neural activation in the brain in response to natural and man-made stimuli in the wild.

RAG then OREEF - Recognising the importance of understanding the impacts that offshore renewables may have on the environment, and for other marine activities, the Department of Trade and Industry (DTI, now BEIS) established a Research Advisory Group. RAG brought together those Government bodies with responsibility for policy, funding or managing research programmes with those responsible for the inter-departmental consenting process in order to facilitate a co-ordinated approach to identifying and managing research on these aspects. The RAG membership included representatives from DTI, Defra, DFT, The Crown Estate, offshore energy SEA programme andvctheme leaders. The RAG name became OREEF (Offshore Renewable Energy Environmental Forum) in 2007.

The key objective of the RAG was to agree, oversee and communicate a coherent, comprehensive, efficient and proportionate programme of research that targets the key impact issues and stakeholder concerns, and ensures no duplication with existing research funded by other research programmes.

Hartley Anderson provided secretariat, strategic and project contracting/management support for the RAG/OREEF and management of the DTI's wind impact research programme and the DTI's wave and tidal impact research programme, whilst involving and working with the other RAG members regarding any funding partnerships. We also organised the 2 day International Scientific Meeting on Marine Renewable Energy and the Environment (MAREE conference). The conference was held at the Royal Institution and attracted some 200 delegates from industry, academia, regulators/conservation agencies and NGOs, and led to numerous journal publications.

The Atlantic Frontier Environmental Network (AFEN) developed out of an earlier industry initiative, the West of Shetland Study Group, and aimed to facilitate a co-ordinated, strategic approach to environmental management in the UK Atlantic Margin oil province. AFEN members were all oil industry operators with licences in the area and government (DTI, SERAD, JNCC). A series of studies were funded including seabed mapping and sampling undertaken by the Southampton Oceanography Centre (now NOC), acoustic monitoring of large whale occurrence and migrations, surveys of seabird and small cetaceans, predicted behaviour and responses to oil spills, and taxonomic studies of benthic fauna (leading to descriptions of numerous new genera and species). AFEN funded 2 PhD studentships (at SAMS & NOC) on the benthic ecological importance of widely fluctuating seawater temperatures and the chemistry and biology of the Atlantic Margin seabed and the likely fate of sediment inputs, and facilitated a BGS project to document the distribution and biology of the cold water coral *Lophelia pertusa* around the British Isles. A major scientific conference on the results of the AFEN projects was held in 2001. Hartley Anderson staff were founder members of the WSSG and then AFEN (on behalf of oil companies) and maintained active involvement in the group following the establishment of Hartley Anderson Ltd, including co-supervisor for the SAMS PhD student, managed a £0.25 million programme of AFEN biodiversity bursaries involving a range of academic institutions, conference organising committee member, participant in the *Lophelia* study.

On behalf of Vattenfall, Hartley Anderson have supported the scientific environmental research programme for the European Offshore Wind Deployment Centre (EOWDC) off the Aberdeen coast. We reviewed >100 project expressions of interest, and subsequently assessed the detailed project proposals against a set of criteria we developed and agreed with Vattenfall. We have also provided technical reviews of the interim and final reports of the funded projects. We are representatives on the Scientific Panel for the EOWDC Research & Monitoring Programme and provide strategic advice to Vattenfall on general and project specific issues, and the dissemination of results.

Hartley Anderson staff regularly lectured on environmental management in the offshore energy industries, and on Strategic Environmental Assessment, to successive new PhD student intakes for the NERC Centre for Doctoral Training (CDT) in Oil and Gas with follow on contacts with several on a range of topics. We are also regular contributors to Aberdeen University and University College Dublin MSc courses, lecturing on environmental challenges and management in the oil & gas and renewables industries, and to the Scottish Association for Marine Science course for marine renewable engineering students as part of the IDCORE Society Module. Our Technical Director has been a member of various scientific project steering groups e.g. NERC BENBO programme (Biogeochemistry in the Deep Ocean Benthic Boundary), a collaborative UK Research Council, government and industry funded programme addressing priority environmental issues for the oil industry project, MIME (Managing Impacts in the Marine Environment), variously funded IMCO2 project (Implication for the marine environment of CO₂), as well as science post selection boards and project review panels, for example of the work of the JNCC Seabirds at Sea Team. He also has been a joint supervisor on several MSc and PhD projects.

Future direction of the SEA research programme

The SEA research programme has evolved since its inception to reflect the expansion of the marine energy technologies covered by its remit. The programme was initially focussed on issues of relevance to the oil industry and the provision of new information to support expansion into deeper waters to the west of Britain as well as on the effects of past and continuing operations in the main basins. With the addition of offshore wind and other renewables and gas storage to the SEA scope, the main focus of the research programme has shifted to different receptors (notably seabirds and marine mammals) and issues potentially affecting them (such as collision risk, and the effects of displacement from foraging areas). It is anticipated that the focus of the SEA research programme is likely to alter during the lifespan of this contract to reflect developments in marine energy technologies and their geographical areas of deployment, emerging issues, mitigation techniques and research technologies. In recent years much of the SEA funded research has been aimed at improving the evidence base for assessments of various sorts in relation to offshore wind developments. In a similar timeframe numerous research programmes and initiatives have been instigated with similar aims, some illustrative examples include:

- Offshore Wind Evidence and Change Programme (OWEC), a five year, £50+million programme funded by The Crown Estate, BEIS and Defra
- ECOwind a four year, £7million programme funded by the Natural Environment Research Council (NERC), The Crown Estate and Defra

- Offshore Renewables Joint Industry Programme (ORJIP) for Offshore Wind, Stage 2, a four year programme funded by The Crown Estate, Crown Estate Scotland, Marine Scotland and a range of windfarm developers
- Scottish Marine Energy Research Programme (ScotMER), following the ScotWind round this is a multimillion pound funded programme

In addition there are various research projects funded by individual windfarm developers and other programmes the results of which are of applied relevance such as INSITE (Influence of man-made structures in the ecosystem) Phase 2, a four year, £5million programme funded by NERC, Cefas and a range of marine energy developers.

We currently maintain involvement in (through membership of steering/coordination groups) or awareness of this complex landscape of multiple overlapping programmes and individual projects to ensure that the projects selected for SEA research funding are not duplicated by other existing research underway and to identify opportunities for collaborative working including shared vessels and shared funding of a project. We would continue this approach in the new contract, to maintaining and extending the communication both within the Department and with those programmes where BEIS is not represented in funding or steering. The wide range of marine energy technologies covered by the SEA is an important distinction between the SEA research programme and the offshore wind focussed programmes. This presents opportunities to target information gaps that are cross marine industry sectors and to address strategic issues for the emerging technologies and marine energy sectors that currently lack the research effort directed at offshore wind.

Future management of the SEA research programme

The identification of technical reports, studies, research and marine surveys needed to inform the SEA process is another key element of SEA maintenance. It is proposed that the current system of identification and prioritisation of potential research projects with the BEIS contract manager and SEA steering group is continued. Topics requiring further information are identified from multiple sources such as the compilation of recommendations from previous OESEAs, emerging issues from the consenting process for marine energy industries (i.e. difficulties caused by lack of scientific evidence on important areas for mobile species, actual vs conjectured effects etc), stakeholder feedback on SEA and HRA consultations, discussions with other government departments/agencies, research councils, researchers, developers, trade bodies, and initiatives such as the Offshore Renewable Energy Catapult.

When a need is identified, we would develop an outline scope of work and the business need for the work (a project case), discuss with the BEIS contract manager and others within BEIS, and identify potential contractors to undertake the work. Typically we would discuss the potential work with relevant members (or the whole) of the SEA steering group to get their perspectives on relative priority and then conduct a tendering exercise on a full scope (including required data and reporting standards) to select the best qualified and cost effective contractor. Projects are tendered either as open calls or to a targeted bid list as appropriate in line with the guidance on public procurement policy. Exceptions to open tendering would be if there was a uniquely qualified individual or group, in which case a business case justification would be prepared to support the selection. All contracts we negotiate and place for SEA research programme projects pass through the requirements of BEIS DPF31 - BEIS Standard Terms and Conditions of Contract for Services; similarly the requirement to apply the BEIS Code of Practice for Research is part of the contracts. We include mechanisms for conflict resolution within the contracts (unused to date).

Following contract award we will monitor progress of funded projects against agreed plans. This is a critical element of effective research programme management since this allows early identification of issues arising which could result in project delay or failure. Early interventions are essential to respond to such issues. Our normal practice is to maintain regular contact with the researchers by phone and email with periodic Teams or face to face progress meetings; we propose to follow such an approach for this commission.

We would technically manage the studies and critically review and QA the draft report/outputs. Once a report is finalised it would normally be posted on the .gov.uk SEA webpages, with email alerts sent out to a wide distribution, and a copy of the report and data sent to BGS for archiving.

For all SEA research contracted we will check and approve the invoices and continue to pay them promptly within 30 days of receipt of proper and correct invoices. We will also maintain the budget tracking sheet providing monthly updates to BEIS on the projected spend against the overall budget.

Dissemination

We organise all aspects of the annual SEA research seminars where recent findings are shared with a diverse audience of academics, regulators, industry and conservation agencies – the discussions at these seminars is stimulating and has led to several academic industry collaborations including CASE PhD studentships.

Hartley Anderson staff regularly present details of the SEA research programme at a range of industry and other meetings. Part of the support provided by the contract would be to facilitate the presentation of outcomes through drafting slides and briefing notes as well as suggesting potential renewables and oil & gas conferences/meetings.

Both Offshore Energies UK and RenewablesUK have a range of topic specific and more general environmental meetings and seminars which provide opportunities for awareness raising and discussions of the use of outcomes, as well as potential further collaborations or funding. Similarly there are annual or biennial industry conferences e.g. All Energy, Offshore Europe which provide the opportunity to reach broad audiences and foster relationships that can lead to collaboration/funding.

Plans to boost awareness of the SEA research programme and outcomes will be developed in liaison with the BEIS contract manager. It is envisaged that multiple communication routes will be used for this purpose, making use of existing mechanisms but also social media and digital scientific noticeboards.

Close liaison with the BEIS Contract Manager is recognised as a critical aspect of managing the successful delivery of the requirements. The mechanisms and frequency of liaison are for agreement with the BEIS Contract Manager and are expected to be flexible to reflect the nature and intensity of the work tasks in hand. During contract period 1 it is proposed that liaison with the BEIS Contract Manager is via the following mechanisms, emailed progress reports to an agreed frequency and format/content (but anticipated to cover progress against agreed timelines for deliverables, issues requiring discussion, budget tracking, study/research progress), ad hoc progress meetings, quarterly study/research progress meetings potentially including others in BEIS (in person or using Teams or similar as appropriate). The liaison schedule would be reviewed at the start of each subsequent contract period and adjusted as necessary.

Response to Question 2.5.1 - Ability to deliver within short timescales

Our approach to the provision of high quality advice and support to BEIS is to ensure the senior management team stays current with the breadth of policy, legislation, industry technology, environmental issues, marine science and conservation relevant to BEIS's offshore energy remit and SEA programme. As a knowledge based consultancy, Hartley Anderson actively monitors key expertise areas to ensure that advice provided is up to date. This is augmented by strong vocational interests in our senior management team which continues to result in peer reviewed published papers on a range of topics. In this way we are able to respond rapidly and within 24 hours if necessary requests for briefings, advice or support. The main subject areas monitored are:

- EIA and SEA practice especially mechanisms for cumulative and synergistic effects assessment, the inclusion of climate change and biodiversity considerations, and effective public consultation
- Marine science, including data gathering and interpretation tools and technologies (from seabirds to subsurface geomorphology)
- Environmental science, in particular on the effects of oil and gas, marine renewables and carbon capture and storage
- Global, regional and local environmental issues relevant to the UK and Europe
- UK and international legislation and agreements
- Marine planning and management initiatives, in particular resulting from the Marine Strategy Framework Directive and Marine and Coastal Access Act (and related regional legislation)
- Marine renewables industry and oilfield practices, technology and mitigation measures
- Other industrial development and practices in the marine environment
- IT developments especially where these can facilitate effective and streamlined consultation

Stakeholder and public consultation feedback can raise a range of technical and other issues requiring the provision of advice to BEIS on their implications for offshore licensing/leasing or the SEA process. The senior management team would carefully evaluate feedback and develop considered responses and provide advice for BEIS use. The skills and resources to fulfil this function are summarised in the response to question 2.4.1.

Hartley Anderson staff have been responsible (individually or collaboratively) for the development of project strategies and the preparation and maintenance of plans for the Department. Project strategies are developed with BEIS and in consultation with the Steering Group and take account of licensing/leasing requirements, the SEA Regulations, the Aarhus Convention, stakeholder and public consultation, and the practicalities of studies/field work to address information gaps. They detail the phasing of the overall process and the principal process elements. Detailed working plans are prepared and maintained for individual SEAs in MS Project as Gantt charts; recognising the dynamic nature of some policy areas these working plans are periodically reviewed with the BEIS Contract Manager and updated to reflect new timings and deadlines.

Close liaison with the BEIS Contract Manager is recognised as a critical aspect of managing the successful delivery of the requirements. The mechanisms and frequency of liaison are for agreement with the BEIS Contract Manager and are expected to be flexible to reflect the nature and intensity of the work tasks in hand. During contract period 1 it is proposed that liaison with the BEIS Contract Manager is via the following mechanisms, emailed progress reports to an agreed frequency and format/content (but anticipated to cover progress against agreed timelines for deliverables,

Performance reporting

Hartley Anderson have standard internal data management, required business action tracking and performance reporting processes to ensure the successful management of the business and compliance with all required accounting, reporting, notification, payment requirements.

In addition, as part of the SEA contract with BEIS we have an number of agreed Key Performance Indicators (KPIs) which are tracked and reported quarterly. The KPIs, their metrics and frequency of reporting are described below; performance ratings have been established for each KPI (Red, Amber, and Green) to reflect the promptness (on schedule) or degree of lateness of the required actions.

KPI 1 Financial Management

This is intended to track the evidence of scrupulous use of public funds by the Supplier (Hartley Anderson). The tracking metric and frequency of measurement is the submission of a financial report to the Authority (BEIS) by the 21st of each month, with confirmed figures for the month before and estimated figures for the current and following months. This is to allow contract budget tracking, projections and accruals to be made.

KPI 2 Invoice Management

This is also intended to track the evidence of scrupulous use of public funds by the Supplier. The tracking metrics and frequency of measurement are i) the submission of research project invoices to the Authority within one month of receipt from the Sub-contractors, and ii) the submission of management fees invoices to the Authority at a maximum interval of two (2) calendar months, by the 15th day of the following month.

KPI 3 Supply Chain Payments

This is intended to track the working practices adopted by the Supplier to ensure that the supply chain is managed in an ethical and efficient manner (as the government is committed to promoting prompt payment and supporting cash flow throughout the economy). The tracking metric and frequency of measurement is that all Sub-contractors are paid in accordance with the agreed payment terms (normally within 30 days). Details of compliance to be reported to the Authority quarterly.

KPI 4 Supply Chain Management

This is also intended to track the working practices adopted by the Supplier to ensure that the supply chain is managed in an ethical and efficient manner. The tracking metric and frequency of measurement are that all Sub-contractor paperwork and notifications are submitted to the Authority in accordance with section 7 of the contract, namely:-

- Submission of each sub-contract project case for approval (as required);
- Notification of each sub-contract signature within 7 days of signature.

KPI 5 Reporting

This KPI reflects the provision of any reporting information or data, as requested by the Authority, e.g. quarterly progress paper on research work undertaken. The tracking metric is for all required information or data to be submitted to the Authority in accordance with the agreed deadline e.g. for quarterly meetings.

All five KPIs are tracked on a quarterly basis, with the first three being reported to the Cabinet Office; this reporting uses a four category percentage score to assess the relative rating (i.e. performance by the Supplier) for the quarter. Example extracts of the KPI reporting to the Cabinet Office for the first three quarters of 2022 are shown overleaf, note that the supplied reporting summary format varies between quarters.

Hartley Anderson Q1 2022 KPI reporting information

Supplier v	KPI name and description	Category	contractsfinderuri v h		Inadequa*0 target	Requires improveme target	Approaching target target	Good taŋ 🗸	Average for quarter	Rating
Hartley Anderson	i) Submission of research project invoices to the Authority within one month of receipt from the Sub-contractors, ii) Submission of management fees invoices to the Authority at a maximum interval of two (2 calendar months, by the 35th day of the following month.	Delivery	https://ted.europa.eu/udl?uri=TED:NOTICE-48991-2018-TEXTEN 3rTML	SC 185883	50%	60%	70%	80%	100%	Good
	Submission of financial report to the Authority by 21st of each month, with confirmed figures for the month before and estimated figures for the current and following months	Delivery	https://ted.europa.eu/udi?uri=TED:NOTICE:48991-2018:TEXT:EN.HTML	SC 185883	50%	60%	70%	80%	100%	Good
Hartley Anderson	All Sub-contractors to be paid in accordance with the agreed payment terms	Delivery	https://ted.europa.eu/udl?uri-TED:NOTICE:48991-2018:TEXT:EN HTML	SC 185883	70%	<80%	80%	85%	100%	Good

Hartley Anderson Q2 2022 KPI reporting information

Supplier	KPIID T	KPI name and description	Companies house number	Inadequate target	Requires Improvement tares	Approaching target target	Good target	Average for quarter	Rating 👻
Hartley Anderson	KPIX1	i) Submission of research project invoices to the Authority within one month of receipt from the Sub- contractors. ii) Submission of management fees invoices to the Authority at a maximum interval of two (2) calendar months, by the 15th day of the following month	SC 185883	50%	60%	70%	80%	100%	Good
Hartley Anderson	KPIW1	Submission of financial report to the Authority by 21st of each month, with confirmed figures for the month before and estimated figures for the current and following months	SC 185883	50%	60%	70%	80%	100%	Good
Hartley Anderson	KPIY1	All Sub-contractors to be paid in accordance with the agreed payment terms	SC 185883	70%	<80%	80%	85%	100%	Good

Hartley Anderson Q3 2022 KPI reporting information

KPI name and description	Companies house number	Inadequate target	Requires Improvement tarnet	Approaching target target	Good target	Average for quarter	Rating	Supplier approval received _	Supplier email sent to received from	Internal comments
I) Submission of research project invoices to the Authority within one month of receipt from the Sub- contractors. II) Submission of management fees invoices to the Authority at a maximum interval of two (2) calendar months, by the 15th day of the following month	SC 185883	50%	60%	70%	80%	94%	Good			Both elements will always have the same target thresholds. () scored 87.5% and ii) scored 100% for this quarter - average shown as 93.75% (rounded up to 94%).
Submission of financial report to the Authority by 21st of each month, with confirmed figures for the month before and estimated figures for the current and following months	SC 185883	50%	60%	70%	80%	100%	Good			
All Sub-contractors to be paid in accordance with the agreed payment terms	SC 185883	70%	<80%	80%	85%	100%	Good			

The KPIs provide a valuable mechanism for tracking progress and identifying areas requiring action. Should any of our ratings for a quarter fall below the "good" category the issue would be raised within the Hartley Anderson Senior Management Team, root cause(s) would be identified and actions identified and assigned to individuals to ensure that KPI attainment reverts to the "good" category.

Management of transition and mobilization Transition

Hartley Anderson have long experience of the management and conduct of the BEIS offshore energy Strategic Environmental Assessments (OESEA) and the coordination of the associated marine environmental research programme. We have coordinated the UK Department for Business, Energy & Industrial Strategy (and forerunner departments) offshore energy SEA programme, from 1999 to the present (as joint coordinators until 2008). During that time, we have completed for BEIS 12 major SEA Environmental Reports, and multiple plan level Habitats Regulations Assessments including Appropriate Assessments (which have been subject to conservation body and/or public consultation). The SEA programme covers developments for offshore wind, tidal stream & range, wave, gas import & storage, carbon capture & storage, oil & gas, and hydrogen production.

Since 2008 we have scoped, prepared business cases, commissioned, contracted and managed well in excess of 100 research projects, a number of which have spanned several years and included several PhD studentships and post-doctoral research assistant fellowships.

As a result of this work we have a clear understanding of BEIS and other government policies, systems, processes, standards and expectations relevant to the successful delivery of the SEA programme, and have worked with BEIS to adapt to changes introduced to these over many years. Specifics include BEIS budgetary systems, reporting requirements, Key Performance Indicators, consultation principles, document format standards, website architecture, changes in the policy framework within which the SEA is undertaken, including renewable and other energy targets, and devolution settlements, such as the variations in relevant UK waters for reserved matters which has altered the geographical scope of the draft plan and SEA over time.

With the Department we have successfully managed the transition from joint to sole contractor for the SEA programme in 2008. The subsequent changes between contract periods have resulted in seamless transitions since the team has been largely unchanged and senior staff have good familiarity with the necessary systems and Departmental expectations in terms of quality and timeliness of deliverables. This is not to suggest a business as usual approach since it is recognised that the Regulations on Strategic Environmental Assessment and Habitats Regulations Assessments may change during the duration of the new contract, which may result in changes to guidance, practice and the nature of assessment.

Additionally, there may well be significant changes in energy policy over the period. Hartley Anderson were also able to respond rapidly to the changes in working practice brought about during the COVID-19 pandemic, including successfully facilitating integrated remote working, and enabling the continuation of management of the SEA research programme and preparations for OESEA4 without interruption throughout. The Hartley Anderson team has successfully responded to such changes in the past and would do so in the future.

A key part of this contract transition is likely be support to the Department on responses to legal challenges to certain decisions based inter alia on the OESEA4 Environmental Report and the responses to public consultation feedback. Hartley Anderson staff's familiarity with the claimant's arguments, the science underpinning the OESEA4 Environmental Report and the technical and factual clarifications made in the OESEA4 consultation response, UK Government energy policy, including pursuit of achieving Net Zero by 2050, and arguments counter to those of the claimant, will facilitate this smooth transition.

Mobilisation

Our mobilisation plan for the new contract is illustrated in the gannt chart in the response to question 2.6.2. The chart reflects our expectations of likely timings of SEA programme activities as outlined in the ITT specification. The kickoff meeting(s) with the BEIS Contract Manager and the BEIS Finance Manager are key to agree the timings of required activities both in terms of SEA programme tasks and budget control and reporting. In addition, the kickoff meeting would be used to agree timings of actions and tasks that have arisen since the specification were drafted.

The main aims of the mobilisation will be to maintain the continuity of the BEIS SEA Programme through: the management of existing research contracts which span contract periods (e.g. the 3 current PhD studentships), including to ensure that those involved in the research understand that Hartley Anderson will continue to provide management; continue our involvement in other research programmes (e.g. ORJIP, OWEC, ScotMER, OWSMRF etc) to ensure that the current and proposed research is not being duplicated and identify opportunities for collaboration; to identify the next research seminar date for the first contract year, to work with BEIS to identify the timing and nature of future carbon storage or oil and gas licensing to allow for Habitats Regulations Assessment planning, to keep the SEA recommendations under review, to decide on a timetable for the review of the OESEA4 Environmental Report, its structure and modes of engagement (e.g. consultation with the Steering Group, or wider), and to review Steering Group membership and Terms of Reference, and set up a first Steering Group meeting under the new contract.

Mobilisation Plan

Our mobilisation plan for the new contract is illustrated in the gannt chart below. This chart reflects our expectations of likely timings of SEA programme activities as outlined in the ITT specification. The kickoff meeting(s) with the BEIS Contract Manager and the BEIS Finance Manager are key to agree the timings of required activities both in terms of SEA programme tasks and budget control and reporting. In addition, the kickoff meeting would be used to agree timings of actions and tasks that have arisen since the specification were drafted.

The main aims of the mobilisation will be to maintain the continuity of the BEIS SEA Programme through: the management of existing research contracts which span contract periods (e.g. the 3 current PhD studentships), including to ensure that those involved in the research understand that

Hartley Anderson will continue to provide management; continue our involvement in other research programmes (e.g. ORJIP, OWEC, ScotMER, OWSMRF etc) to ensure that the current and proposed research is not being duplicated and identify opportunities for collaboration; to identify the next research seminar date for the first contract year, to work with BEIS to identify the timing and nature of future carbon storage or oil and gas

licensing to allow for Habitats Regulations Assessment planning, to keep the SEA recommendations under review, to decide on a timetable for the review of the OESEA4 Environmental Report, its structure and modes of engagement (e.g. consultation with the Steering Group, or wider), and to review Steering Group membership and Terms of Reference, and set up a first Steering Group meeting under the new contract.

Assumes OESEA5 in 2024-2025	Contract I	Period 1										
	2023 April	Мау	Jun	Jul	Aug	Sep	Oct	Nov I	Dec J	2024 an	Feb	Mar
Kick off meeting(s) with BEIS Contract Manager and Finance Manager												
Quarterly Catch-ups with BEIS Contract Manager & others												
Regular contact & ad hoc progress meetings with BEIS Contract Manager												
Prepare and submit quarterly KPI reports								-				
Steering Group meeting organisation												
Review of existing SEA information and overall status of OESEA4												
Consult & Define scopes for studies, field and other work for OESEA5 (FY24-25)					-				-			
Engage market on identified studies, field and other work for OESEA5 (FY24-25)										-		
Initiate and contract BEIS FY 2023-24 surveys/studies/research projects			5	5	-							
Technical & contract management of research projects				-	-							
Issue research budget forecast and spend spreadsheet												
Research contract Section 7.1 & 7.2 Notifications & invoice processing												1 1
Maintain summary of OESEA research and study progress				1								
Carbon & Hydrocarbon in and out of round Licensing HRA screenings									1			
Carbon & Hydrocarbon in and out of round Licensing HRA AA(s)												
Organise & hold research seminar on the results of the BEIS OESEA programme												
Dissemination and archiving OESEA reports and data												
SEA maintenance				1	1							
Ad hoc advice and support					1	1						
			l.	1	1							

High level indicative schedule BEIS Contract Period 1

2.7 Data Handling & Information Technology IT Overview

Hartley Anderson have two IT administrators, one of which is the Director. We also use third party IT support who provide maintenance to our IT infrastructure, as well as assisting in setting up new equipment for existing or new staff.

We use a privately hosted server based on the Windows Server platform which handles all our user credentials, security policies and storage needs. Users have their own individual PC-based computers; these may be desktop PC workstations or laptops depending on individual user needs. The main software packages available to users which allow us to undertake our work are Microsoft Office, ESRI's ArcGIS (ArcMAP, ArcGIS Pro), and Adobe Acrobat – for security purposes, we maintain a list of approved programs, and users must justify the use of anything not in this list, and request a user with administrative privileges to approve and install it on their machine. The lifecycles of all our software and firmware are kept under review, and software or hardware would be upgraded or replaced in keeping with these; note we also have a policy that critical updates be installed within 14 days. We use Trend Micro Security Agent antivirus software which provides real-time scanning for viruses, and software firewalls are used on all our computers.

Our Geographic Information System (GIS) software (e.g. ArcGIS Pro) is critical to the delivery of the SEA Environmental Report and Habitats Regulations Assessment reports as they require a large quantity of accurate and up to date maps and related spatial analysis. We have a maintenance contract with ESRI to ensure we always have the latest software releases, access to their online platform ArcGIS Online and related training materials and, if required, support. The storage space on our server has been scaled to include sufficient space for a range of data types including standard office documents, and the map files, map packages and outputs from the GIS, and can be adjusted accordingly as our data catalogue grows.

Our use of Microsoft programs and services (including Microsoft Teams) allows us to produce documents in industry standard formats and communicate with clients, consultees and others involved in the SEA process (e.g. the Steering Group, individuals involved in SEA related research) remotely in ways which are now familiar and accessible to most.

Data handling

Our IT deployment and related policies comply with the requirements of the Cyber Essentials Scheme, for which we were certified on 30th September 2022 (certificate number: 344b8c70-c38b-4717-bd2f-a4e00018a309).

At the time of writing, all our computers use the Windows 10 operating system, and company user credentials are handled through our server's active directory, which is synchronised across user Microsoft 365 accounts. All users have their own accounts and sharing of credentials is strictly forbidden. This allows us to have oversight of individual users, including by limiting access to certain client areas subject to their role within the company and within the contract, by setting other security policies (see below in relation to data handling), and should it be required, remotely limiting access to accounts. Anyone leaving the company has their account access removed at their end of their final day, accounts are deleted within three months of their leaving.

We handle the data of multiple clients who may have individual data handling requirements. Our server includes client-specific folders, and security groups may be applied to these, or sub-folders, specifying which staff members can view or edit them. It is made clear to staff at the earliest opportunity that client data is strictly confidential and should not be shared with any third party.

Our server disks, their backups, and the local disks of user machines are encrypted. All data is stored on our server and is not located locally on individual user machines; users can only access the server via a certificate-based VPN connection, and their user credentials. Our user accounts are protected by passwords based on a minimum level of complexity, multi-factor authentication, and brute-force attack policies. We have company policies in place which make it clear to users how to choose and handle user account and other passwords. All data is backed up on a nightly basis and stored off-site. The backups include a complete image of our server so that it can be rapidly rebuilt in the event of disaster recovery.

We have policies in place outlining our expectations on email security, including how to be alert to suspicious emails and handle these should they be received. We also have restrictions on the devices which can be used to view and send email messages. Sharing of data may be via email, or for large files, OneDrive (either OneDrive or dedicated SharePoint sites). Our security policy prevents users from sharing OneDrive links beyond specified persons, who must verify their identity before they can access the data (i.e. such links cannot be forwarded); these links also expire in 30 days. Should we set up a SharePoint site for a project as part of the SEA Programme, these are set up to restrict access and sharing in keeping with our IT policy. We have a default policy to no longer use USB disks to transfer large files to/from clients as this can now be handled using cloud-based sharing, however, if there was such a requirement, USB disks would be BitLocker encrypted prior to use with a password meeting our minimum standard.

Hartley Anderson Limited is committed to maintaining and improving information security within the Company. It is our policy that: confidentiality of corporate, client and customer information is maintained; sensitive information (however stored) is protected against unauthorised access; the integrity of information is maintained; information is made available to authorised business processes and employees when required; regulatory and legislative requirements are met to ensure for example compliance with the UK GDPR and the Official Secrets, Data Protection and Companies Acts; implementation of security systems is monitored and the systems periodically reviewed; all breaches of information security, actual or suspected, are reported to and investigated by Company Directors. Employees are briefed on protocols in relation to contracts where Freedom of Information and Environmental Information requests may be relevant. Information security and data protection briefings and training are provided to all staff.

The Environmental Report is informed by a range of data, ranging from that presented in peer-reviewed publications, grey literature, via trusted sources (e.g. <u>gov.uk</u>, ONS, The Crown Estate, MCA, NSTA, which may include numerical and spatial data), and also indirectly via the SEA research programme or technical reports commissioned to inform SEA Environmental Reports. The provenance of data used to inform the SEA is checked and well understood, and any caveats or limitations to the data and related analysis are always presented. Data collected as part of individual research projects is collected to the highest standards; for example, a high number of projects are undertaken by academic institutions which will exercise their own research principles, and as results are encouraged to be published in the peer-reviewed literature, standard and novel methodologies that result in new data, and the interpretation of that data, are subject to significant and expert scrutiny.

SEA data, including research reports, are archived on the British Geological Survey (BGS) SEA archive. This archive is a Marine Environmental Data and Information Network (MEDIN) Data Archiving Centre, such that the data on the site should meet the required metadata standards, and has at least discovery metadata so that SEA data may be found via the MEDIN portal (<u>https://portal.medin.org.uk/portal/</u>). SEA data would continue to be provided to BGS for long-term storage on this recognised DAC as part of the ongoing SEA programme

We prepare lists of individuals who have registered for workshops or seminars. The individual details usually requested include name, email address and organisation. We only use these data for the purposes of running workshops or seminars, and only for any follow-on work related to these, or the

SEA programme. Only those involved in organising events have access to these lists, and personal details such as email addresses are not shared between participants of these events (i.e. they are not shown against user names at events and correspondence is blind copied)

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	ltem(s)	Duration of Confidentiality
1	01/04/23	Tender Technical Response	Lifetime of Contract and ongoing
2	01/04/23	Tender Rate Card	Lifetime of Contract and ongoing
3	01/04/23	Supplier and Buyer Staff details	Lifetime of Contract and ongoing

Mid-Tier Contract – Version 1.1

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 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.
- 1.2 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.
- 1.3 In addition to Paragraph 1.1, 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:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 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);
 - 1.3.3 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
 - 1.3.4 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.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date.
- 1.5 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.

Mid-Tier Contract – Version 1.1

- 1.6 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.
- 1.7 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.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 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.
- 1.9 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 1.3.
- 1.10 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.
- 1.11 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.
- 1.12 At any time during the Contract Period of the 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.

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Schedule 13 (Contract Management)

1. Definitions

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

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

2. Project Management

- 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 Project Manager

- 3.1 The Supplier Project 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 delegated person's responsibility to fulfil the Project 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 Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

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4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

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

Annex: Operational Boards

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

n/a

Schedule 16 (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 Schedule 1 (Definitions):

"Breach of	the occurrence of:
Security"	 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 there with in accordance with Paragraph 2.1;
"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

2. Complying with security requirements and updates to them

2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer 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.

the Buyer and as updated from time to time.

- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 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.

2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to 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; as
 - 3.2.2 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 2.1 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.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - comply with the principles of security set out in Paragraph 3 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)

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- 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;
- 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;
- U 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 the Security Policy as set out in Paragraph 2.1 ; and
- 9) 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 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

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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:
 - b) emerging changes in Good Industry Practice;
 - any change or proposed change to the Deliverables and/or associated processes;
 - d) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
 - e) any new perceived or changed security threats; and
 - 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 gost to the Buyer. The results of the review shall include:

suggested improvements to the effectiveness of the Security Management Plan;

c) updates to the risk assessments; and

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

b)

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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 use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer)
 - a) necessary to:
 - b) minimise the extent of actual or potential harm caused by any Breach of Security;

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;

prevent an equivalent breach in the future exploiting thesame cause failure; and

as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting

d) 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 noncompliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Mid-tier contract – Version 1.1 Contract – Version 1.1	the Cyber Essentials Scheme developed by ⁵ the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (
	the certificate awarded on the basis of self- assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Basic Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form
"Cyber Essentials Certificate"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme
"Cyber Essential Scheme Data"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials
"Cyber Essentials Plus Certificate"	Scheme and is a more advanced level of assurance.

Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 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:
 - 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party;
 - 1.1.4 "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.

2. Where one Party is Controller and the other Party its Processor

- 2.1 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.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 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:
 - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - 2.4.1 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;

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 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:
 - a) nature of the data to be protected;
 - b) harm that might result from a Personal Data Breach;
 - c) state of technological development; and
 - d) cost of implementing any measures;
- 2.4.3 ensure that:
 - a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) 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
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by the Controller;

-) the Data Subject has enforceable rights and effective legal remedies;
- a) 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
- b) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
- 2.4.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - a) the transfer is in accordance with Article 45 of the EU GDPR; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
 - c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the transferring Party 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 nontransferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.4.6 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.

- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 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 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 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;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.8.1 the Controller determines that the Processing is not occasional;

- 2.8.2 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
- 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 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.

3. Where the Parties are Joint Controllers of Personal Data

3.1 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 Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

3.2 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.

- 3.3 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.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 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.
- 3.5 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.
- 3.6 The Parties shall only provide Personal Data to each other:
 - 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 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
 - 3.6.3 where it has recorded it in Annex 1 (Processing Personal Data).
- 3.7 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 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.
- 3.8 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.
- 3.9 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"):
 - 3.9.1 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

- 3.9.2 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:
 - a) 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
 - b) 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.
- 3.10 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:
 - 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 3.10.4 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.
- 3.11 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*).
- 3.12 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*).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 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 3.2 to 3.12 of this Schedule 20.

Annex 1 - Processing Personal Data

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

1.3 The Processor shall comply with any further written instructions with respect		

- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- Description Details Identity of The Buyer is Controller and the Supplier is Processor Controller for each The Parties acknowledge that in accordance with Paragraph 2 and Category of for the purposes of the Data Protection Legislation, the Buyer is the Personal Data Controller and the Supplier is the Processor of the following Personal Data: • n/a The Supplier is Controller and the Buyer is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Paragraph2 of the following Personal Data: ● n/a The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • n/a The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: Business contact details of Supplier Personnel for which the Supplier is the Controller,
- 1.4 Any such further instructions shall be incorporated into this Annex.

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	 Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,
Duration of the Processing	Lifetime of the contract
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	Staff names, email addresses, work address etc
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers,
Plan for return and destruction of the data once the Processing is complete	Does not need to be retained]
UNLESS requirement under law to preserve that type of data	

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraph 2 of this Schedule 20 (Where one Party is Controller and the other Party is Processor) and Paragraphs 3.2 3.12 of this Schedule 20 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the Supplier:
 - 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using all reasonable endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Buyer's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

2.1.1 report to the other Party every 12 months on:

- a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1a) to e);
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1.1c) to e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- 2.1.7 use all reasonable endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - are aware of and comply with their duties under this Annex
 2 (Joint Controller Agreement) and those in respect of
 Confidential Information
 - are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Personal Data Breach;
 - c) state of technological development; and
 - d) cost of implementing any measures;
 - 2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach;
- 2.1.11 where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - a) the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 73; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as agreed with the non-transferring Party which could include the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time, as well as any additional measures;
 - c) the Data Subject has enforceable rights and effective legal remedies;

- d) the transferring Party 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 nontransferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.1.12 where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of non-transferring Party has been obtained and the following conditions are fulfilled:
 - a) the transfer is in accordance with Article 45 of the EU GDPR; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU as well as any additional measures;
 - c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the transferring Party complies with its obligations under the EU GDPR 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 non-transferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are

likely to give rise to a Personal Data Breach, providing the Buyer and its advisors with:

- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- 3.1.2 all reasonable assistance, including:
 - a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - b) co-operation with the other Party including using such reasonable endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.
- 3.2 Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
 - 3.2.1 the nature of the Personal Data Breach;
 - 3.2.2 the nature of Personal Data affected;
 - 3.2.3 the categories and number of Data Subjects concerned;
 - 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
 - 3.2.6 describe the likely consequences of the Personal Data Breach.

4. Audit

- 4.1 The Supplier shall permit:
 - 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
 - 4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.
- 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

The Parties shall:

- 5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer 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 and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:
 - 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the

payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

- 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
 - 7.3.1 if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph7.2 or Paragraph7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

3. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract).

4. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- 9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

5. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

Contract Details			
This variation is	[Buyer] (" the Buyer")		
between:	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:	
	Element of the second secon	U	
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 the Buyer
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

Mid-Tier Contract – Version 1.1

Schedule 21 (Variation Form) Crown Copyright 2022

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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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

Mid-tier Contract Project Version: v1.2 3 Version: v1.2

Model

Schedule 22 (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 1 to this Schedule 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 the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 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 until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be 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 Buyer shall be indemnified in respect of claims made against the Buyer 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 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 Buyer 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 Buyer, 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 Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal 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 Buyer (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 the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £100,000 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 Buyer) full details of the incident giving rise to the claim.

[Subject to Contract] Schedule 22 (Insurance Requirements) Crown Copyright 2022

- 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 Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 The Supplier shall have at a minimum

Employer's (Compulsory) Liability Insurance = £5 million *

Public Liability Insurance = £1 million

Professional Indemnity Insurance = £4 million

2 Interest

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
 - (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
 - (b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

3.1 * Not less than **£5 million** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £5 million in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4 Territorial limits

United Kingdom

5 Period of insurance

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

7 Principal exclusions

7.1 War and related perils.

- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for 6 years after the End Date
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Schedule 25 (Rectification Plan)

Request for [Revised Rectification Plan		
Details of the Notifiable Default:	[Guidance: Explain the Notifiable 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] Redification Plan		
Cause of the Notifiable Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Notifiable 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 Notifiable Default	[X Working Days]	
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescal
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]

[Subject to Contract] Schedule 25 (Rectification Plan) Crown Copyright 2022

	[]	[date]
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:

Schedule 26 (Sustainability)

Definitions

["Modern Slavery Assessment Tool"	manag	s the modern slavery risk identification and gement tool which can be found online at: /supplierregistration.cabinetoffice.gov.uk/msat]
["Supply Chain Map"	means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:	
	(a)	the name, registered office and company registration number of each entity in the supply chain;
	(b)	the function of each entity in the supply chain; and
	(c)	the location of any premises at which an entity in the supply chain carries out a function in the supply chain;]
"Waste Hierarchy"	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:	
	(a)	Prevention;
	(b)	Preparing for re-use;
	(C)	Recycling;
	(d)	Other Recovery; and
	(e)	Disposal.

Part A

1. Public Sector Equality Duty

- 1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
 - 1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 1.1.2. advance:
 - 1.1.2.1. equality of opportunity; and
 - 1.1.2.2. good relations,

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

2. Employment Law

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

3. Modern Slavery

- 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 identity papers with the employer and shall be free to leave their employer after reasonable notice;
 - 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 its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors antislavery 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 the Contract;

3.1.8. n/a

- 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; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Environmental Requirements

- 4.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2. In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

5. Supplier Code of Conduct

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

https://assets.publishing.service.gov.uk/government/uploads/system/upload s/attachment data/file/779660/20190220-Supplier Code of Conduct.pdf

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

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two] per requirement per Contract Year].

Schedule 30 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets" t	hose Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"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 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.	
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about the Contract and the Deliverables in accordance with Paragraph 2.2 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 within 30 days from the Start Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 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 a configuration database detailing the technical infrastructure, a schedule of the IPRs which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables,

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

2.3 Where Schedule 7 (Staff Transfer) applies to this Contract, the Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in

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connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).

- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 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.
- 2.5 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 a plan which complies with the requirements set out in Paragraph 2.2 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "Exit Plan").

- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then 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 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 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;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 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;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;

- 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (*Charges*). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
 - 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every [six (6) months] throughout the Contract Period;
 - b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - 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;
 - as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 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.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The 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 End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The 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.
- 5.4 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 4, 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).

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 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 contents of the Virtual Library to the Buyer; and
- 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 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the 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 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not

adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

7.4 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 contents of the Virtual Library 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**"), 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. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier

which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the 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 assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party 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.

ANNEX 1: SCOPE OF TERMINATION ASSISTANCE

The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:

- 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
- 1.1.3 providing details of work volumes and staffing requirements over the 12 Months immediately prior to the commencement of Termination Assistance;
- 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of 12 Months after the Termination Assistance Period;
- 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
- 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
- 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
- 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
- 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
- 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
- 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth

transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

- a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
- 1.1.12 knowledge transfer services, including:
 - a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
 - b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will signa confidentiality undertaking in

favour of the Supplier (in such form as the Supplier shall reasonably require)).

- 1.2 The Supplier will:
 - 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
 - 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.
- 1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.
 - 1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:
 - 1.4.1 copies of up-to-date procedures and operations manuals;
 - 1.4.2 product information;
 - 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
 - 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

- 1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
 - 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.