

Schedule 21: Sustainability

[Guidance: Part A should always be included, as it incorporates legislative requirements and Government policy on procurement; Part B is optional and Buyers should consider whether they wish to include any of the options. See Part B for further details. Part C should be included if Buyers have not included Service Levels in this Contract.]

Definitions

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

“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (d) Prevention; (e) Preparing for re-use; (f) Recycling; (g) Other Recovery; and (h) 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 this Contract in a way that seeks to:

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

1.1.2. advance:

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 anti-slavery and human trafficking provisions;
 - 3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
 - 3.1.8. shall prepare and deliver to the Buyer, an annual slavery and human trafficking report or a statement under section 54 of the Modern Slavery Act setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph Modern Slavery;
 - 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 ([Report modern slavery – GOV.UK](#)).

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 this Contract, the Supplier shall, where applicable to this 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 this 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 this 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-the-government-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/uploads/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

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	(k) 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: (l) Prevention; (m) Preparing for re-use; (n) Recycling; (o) Other Recovery; and (p) Disposal.

Part A

Public Sector Equality Duty-Supplier Code of Conduct of this Part A above within thirty (30) days of such request, provided that such requests are limited to one per Contract year.

Part B

[Guidance - All paragraphs and sub-paragraphs in Part B are optional. Buyers will want to select and amend those requirements which are appropriate for their Contract, ensuring that these are relevant and proportional to the subject matter of this Contract. Buyers may want to consider using some or all of these paragraphs when there are key sustainability benefits or risks that need to be managed and/or for higher value/larger Suppliers and/or Contracts. Buyers should also note that some obligations, such as compliance with the Buyer’s sustainability requirements, for example net zero commitments or EDI, will require the Buyer to provide the requirements to the Supplier]

1. Environmental – Further Requirements

- 1.1. The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 1.2. [In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
 - 1.2.1. [demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced];
 - 1.2.2. minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 1.2.3. demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
- 1.3. The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

Further Reporting Requirements

- 1.4. The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements of
- 1.5. Schedule 21: Sustainability

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Part A

1.6. **Public Sector Equality Duty** and Employment Law within thirty (30) days of such request.