

Award Form

UK Urban NO₂ Monitoring Network (UUNN) 2024

Contract Number C27641

January 2025

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

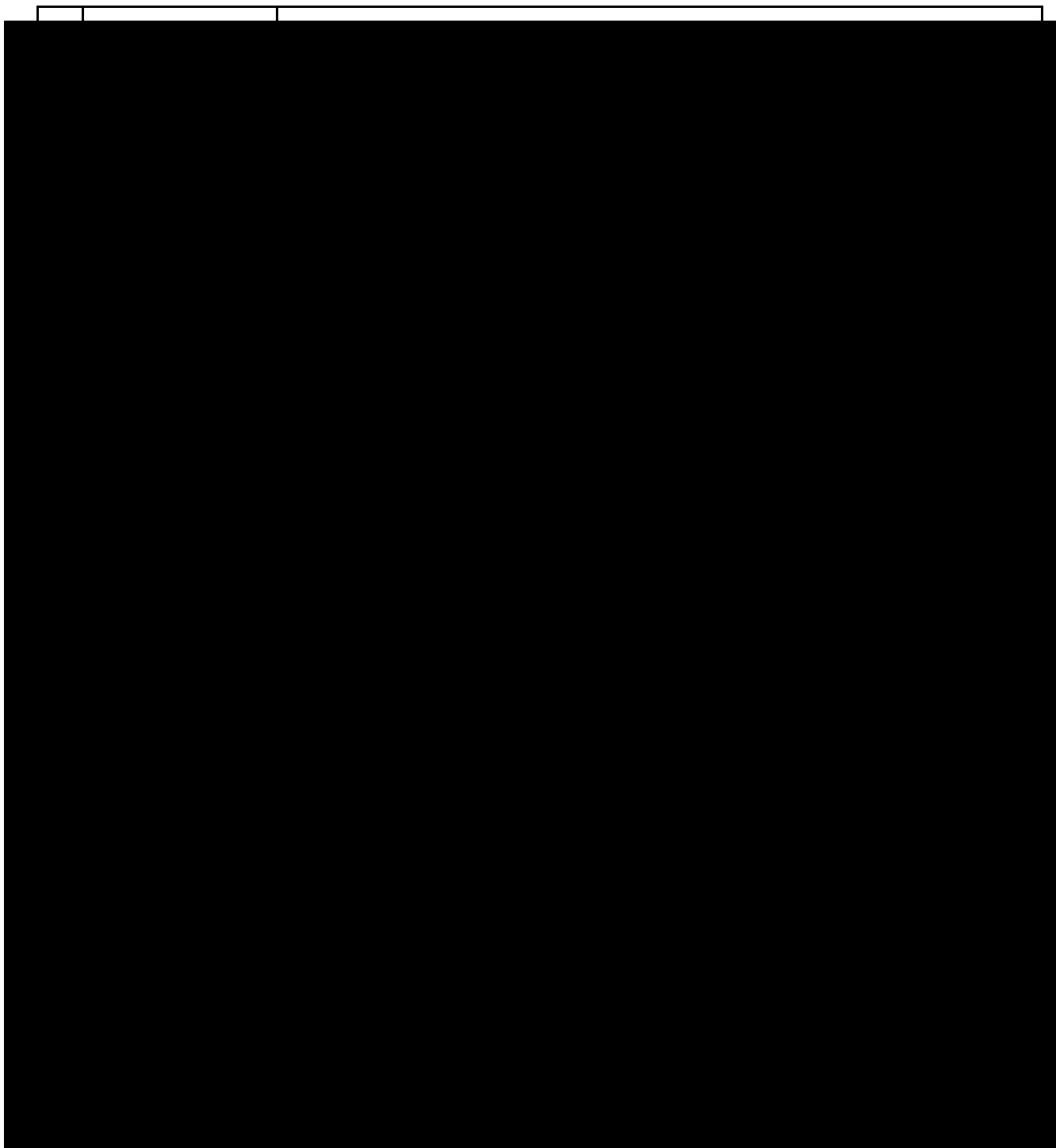
1.	Buyer	The Environment Agency (the Buyer). (on behalf of JAQU) Its offices are on: Horizon House, Deanery Rd, Bristol, BS1 5AH.
2.	Supplier	Name: Ricardo-AEA Ltd Address: The Gemini Building, Harwell, Oxfordshire, OX11 0QR Registration number: 08229264
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of UK Urban NO2 Monitoring Network (UUNN) 2024
4.	Contract reference	Atamis Contract No. C27641
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. <i>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: on or before the Effective Date; at the end of each Contract Year; and within six (6) Months of the end of the Contract Period,</i>

		<i>and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.</i>
8.	Start Date	Mobilisation start 13 January 2025 (3 months), with start date of 01 April 2025.
9.	Expiry Date	31/03/2028
10.	Extension Period	Two (2) further periods of up to 12 months each. Maximum end date 31/03/2030. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery 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 costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.
12.	Incorporated Terms (together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any 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 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 6 (Transparency Reports) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 9 (Installation Works)

		<ul style="list-style-type: none"> (vii) Schedule 10 (Service Levels) (viii) Schedule 11 (Continuous Improvement) (ix) Schedule 12 (Benchmarking) (x) Schedule 13 (Contract Management) (xi) Schedule 14 (Business Continuity and Disaster Recovery) (xii) Schedule 16 (Security) (xiii) Schedule 17 (Service Recipients) (xiv) Schedule 19 (Cyber Essentials Scheme) (xv) Schedule 21 (Variation Form) (xvi) Schedule 22 (Insurance Requirements) (xvii) Schedule 24 (Financial Difficulties) (xviii) Schedule 25 (Rectification Plan) (xix) Schedule 26 (Sustainability) (xx) Schedule 27 (Key Subcontractors) (xxi) Schedule 28 (ICT Services) (xxii) Schedule 29 (Key Supplier Staff) (xxiii) Schedule 30 (Exit Management) <p>(i) 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 part of the Tender will take precedence over the documents above.</p>
13.	Special Terms	Not used
14.	Buyer's Environmental Policy	https://www.gov.uk/government/organisations/environmental-agency
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16.	Buyer's Security Requirements	Security Requirements: as set out in Schedule 16 (Security). For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.

	and Security and ICT Policy	For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.
17.	Charges	Details in Schedule 3 (Charges)
18.	Estimated Year 1 Charges	Details in Schedule 3 (Charges)
19.	Reimbursable expenses	None
20.	Payment method	<p>Invoices sent as an email - [REDACTED] [REDACTED] [REDACTED] The invoices shall include:</p> <ul style="list-style-type: none"> ▪ Unique invoice number. ▪ Date of issue. ▪ Purchase order and reference to correct Purchase Order Line if Purchase Order extended. ▪ Date of delivery of services. ▪ Agency contract number. ▪ The Environment Agency project officer. ▪ Qualitative description of the work being done. ▪ Excluding VAT unit price and total amount. ▪ Suppliers contact name and details. ▪ Payment information for supplier. ▪ Register company information. ▪ VAT registration number;
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: £10,000.</p> <p>The Service Period is: one (1) calendar month</p> <p>A Critical Service Level Failure is: Any two (2) consecutive months of failure of KPIs 1,3 & 5 as set out in Annex A schedule 10.</p>

22.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than 100% of the contract value.</p> <p>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 £5 million.</p>
23.	Cyber Essentials Certification	<p>Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).</p>
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend a Contract inception/kick off meeting for the Contract virtually, within 2 weeks of Contract Award. (As per schedule 2 and 13).</p>
25.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and the Supplier shall update the Virtual Library every 6 months



For and on behalf of the Supplier:

For and on behalf of the Buyer:

Schedule 2 (Specification)

C26270 - UK Urban NO₂ Network (UUNN)

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GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Specification (except the Mid Tier Schedule -01 – definitions) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

Table 1 - Glossary

TERM	MEANING
“AQSR”	means the Air Quality Standards Regulations 2010 (AQSR), and variations of these for the Devolved Administrations in Scottish Government, Welsh Government and The Northern Ireland Assembly. It is noteworthy these are amended by ‘The Air Quality (Amendment of Domestic Regulations) (EU Exit) Regulations 2019’, and variations of similar European Union (EU) exit legislation for the aforementioned Devolved Administrations. Whilst the UK has now left the European Union, in 2022, it still followed the requirements set out in 2008/50/EC, in England via AQSR regulations.
“AURN”	means the Automatic Urban and Rural Network that measures amongst other, air quality pollutants Nitrogen Dioxide using hourly monitoring analysers, that provides data that can be compared to the UUNN network. The website link: Automatic Urban and Rural Network (AURN) - Defra, UK – provides information on this network?
“CMCU”	Means Central Management Co-Ordination Unit - this is the role to manage the UUNN operational sites and centrally manage and co-ordinate the required tubes to and from the chosen laboratory to the sites on the contract, to be deployed by a Local Site Operator. The activities are listed in the specification points of Work Programme 1.
“Data Ratification”	means the Data Ratification (or verification) which is a detailed manual check of the data set carried out on an annual basis. Once all the ratification checks and corrections have been made, the data can be loaded to UK-AIR with a status flag of "Verified".
“DA”	means the Devolved Administrations
“DDU”	means the Data Dissemination Unit – the data from the AURN are disseminated to the public, the scientific community and other users via UK-AIR (the online UK-AIR Information Resource, http://uk-air.defra.gov.uk/) and other media such as social media and freephone services. This is the responsibility of the Data Dissemination Unit (DDU) under a separate contract. The DDU is also responsible for producing a summary report for all UK air quality monitoring networks.
“DEFRA”	means the Department for Environment, Food and Rural Affairs
“ISO”	means International Organization for Standardization
“JAQU”	means the Joint Air Quality Unit, a partnership that is jointly accountable to the Department for Environment, Food and Rural Affairs (Defra) and the Department for Transport (DfT) team. The programme aims to improve public health through tackling the worst excesses of

	roadside NO ₂ in local authorities across England. They will nominate a responsible person to be an authorised representative on the Contract.
“KPI”	means Key Performance Indicator
“LA”	means a Local Authority
“LSO”	means Local Site Operators
“NO₂”	Means Nitrogen Dioxide as measured in air
“OEP”	means the Office for Environmental Protection
“Phase”	Means the phases of the UUNN which refer to different operational years, listed in Table 3.
“Provisional data”	means quarterly data corrected with a provisional quarterly bias adjustment factor
“QA / QC”	means the Quality Assurance / Quality Control role, detailed in Work Programme 2.
“Ratified data”	means annual data, quality assured, and corrected with an annual bias adjustment factor
“Road link”	means a section of road that is identified by a census ID
“UK”	means the United Kingdom
“UK AIR”	means the UK Air Information Resource (http://uk-air.defra.gov.uk)
“UKAS”	means the United Kingdom Accreditation Service (International Equivalent organisations can be used also)

1 Overview of the Contract

- 1.1 The aim of the UK Urban NO₂ Network (UUNN) is to provide additional local NO₂ measurement data for inclusion within the national UK compliance assessment for NO₂. Data from the UUNN supplements the established assessment, comprised of data from the Automatic Urban and Rural Network (AURN) and air quality modelling. The programme of work is led by (Joint Air Quality Unit) JAQU who are an Authorised Representative on the Contract, and ultimately provide the source of funding to the budget, and strategic, and critical delivery oversight to the Environment Agency (EA) operation. JAQU are obligated and responsible for the Redeployment exercise. For the purposes of the Terms and Conditions, the Environment Agency is the Buyer. This contract is for management of the UUNN on behalf of Defra and the EA. The Contract is for 3 years with 2 x 1-year extensions, with a 3-month handover / mobilisation period.
- 1.2 The UUNN is an air quality monitoring network that provides measurements of NO₂ concentrations at urban traffic sites. Measurement data is used to assess compliance against the annual mean limit value for NO₂ set out in the Air Quality Standards Regulations (AQSR) 2010 (40µg/m³). The AQSR provide detailed siting criteria for assessment of ambient air quality and the location of sampling points for the measurement of air pollutants in ambient air. The network has become the critical data for zones where this annual mean limit is exceeded, and the data is now embedded as part of the ongoing assessment of UK-air compliance. Data capture and data integrity is therefore critical to delivery.
- 1.3 The UUNN was first established in January 2020 and has expanded since to respond to evidence needs and is currently operating at ~299 sites. The network is envisaged to operate between 200 – 600 sites over the next few years and has budgeted for circa 300 sites a year at present, but this may be subject to change. Table 3 below details the phases of tube deployment since 2020 and future deployments to be covered by this contract. Phase 5 is the responsibility of the incumbent Supplier; Phases 6 to 9 are the responsibility of the new Supplier.

Table 2 – Deployment phases of the UUNN

Phase	Years running	Tubes deployment (month/year)
Phase 1	1	January 2020
Phase 2	2	January 2021
Phase 2a	3	January 2022
Phase 3	4	January 2023
Phase 4	5	January 2024
Phase 5	6	January 2025
Phase 6	7	January 2026
Phase 7	8	January 2027
Phase 8	9	January 2028
Phase 9	10	January 2029

- 1.4 Monitoring is completed using Palmes-type diffusion tubes which are modified to improve data quality. The tubes are deployed in triplicate at each monitoring location to reduce the level of uncertainty and therefore increase the level of accuracy associated with each measured concentration. The Supplier must ensure tubes at each monitoring location are changed according to the UUNN monitoring calendar. The Supplier must also manage a redeployment exercise to decommission and establish new sites on the network at the start of each year as guided by the Buyer and its Authorised Representative.

- 1.5 The network is required to cover as a minimum:
- 1.6 Road links as indicated by Defra through their annual appraisal of compliance. This will include road links where the national model and/or local authority monitoring and modelling for a local NO₂ plan projects an exceedance of the UK limit value for NO₂ in the latest reporting year.
- 1.7 Road links where the difference between the annual mean NO₂ concentrations reported by the national model and those reported by local assessments is larger than 20% (or an alternative threshold defined by Defra).

2 Work Programme 1: Management and Operational Activities – CMCU activities

Types of tubes

- 2.1 Tubes deployed on the UUNN must be Palmes-style diffusion tubes. The Tubes and the method of preparation, sampling, transport and analysis must all meet the specification in BS EN 16339:2013 (Ambient air. Method for the determination of the concentration of nitrogen dioxide by diffusive sampling) and fit the Buyer and its Authorised Representative's additional requirements of mitigating the effects of wind turbulence and wind speeds. Tubes must have a modification in the form of a wind protection cap (inclusive of polyethylene filter or similar). This is to improve measurement accuracy. If any change of tube type were to occur during the operation phase, the new tube type must demonstrate the same performance characteristics as the current tubes and agreed with the Buyer and its Authorised Representative. Current tube information can be sourced – from Appendix A of this report - [2309281201 UUNN Public Annual Report 2022.pdf \(defra.gov.uk\)](https://www.defra.gov.uk/publications/default.aspx?id=2309281201)

Deployment and monitoring

- 2.2 Tubes must be deployed as a minimum in triplicate (using three tubes as in Image 1) at each monitoring location to reduce the level of uncertainty, and therefore increase the level of accuracy associated with each monitored concentration. A list of sites will be finalised during the Mobilisation Stage as Phase 5 is under consideration. The current site list is shown in:

Annex 1 – Current UUNN site details at Phase 4

A laboratory for analysis that meets the requirements in the Quality Assurance Work Package must be in place to disseminate and receive tubes.



Image 1 – Tubes deployed in ‘triplicate’

2.3 Diffusion tubes collect data on a monthly basis; tubes at each monitoring location must be changed every 4 to 5 weeks adhering to a specific UUNN monitoring calendar, that is to be produced and agreed with the Buyer and its Authorised Representative. For inclusion in the formal compliance assessment, there must normally be data for at least 11 months per calendar year. Note that this is different from the Diffusion Tube Calendar used for Local Air Quality Management (LAQM) purposes.

2.4 The Buyer and its Authorised Representative requires a capacity of 1200 tubes per month, although demand will be flexible based on network needs, and the Supplier is ultimately responsible for ensuring sufficient tube contingency for the operational sites. The tubes must be distributed out to the network LSOs on time.

Deliverable 1 – Tubes must be deployed out from the laboratory on time, every calendar month and to achieve the specific UUNN monitoring calendar.

2.5 There is a known issue of loss of tubes in the network due to theft or vandalism with some sites at greater risk. The Supplier must inform the Buyer and its Authorised Representative at the contract kick-off call how they will deal with this issue.

Deliverable 2 – Tubes that have suffered loss and theft must be reported to the Buyer and its Authorised Representative within 14 days at the proposed 2 weekly call. Actions to mitigate must be proposed at this point.

2.6 The Supplier must record in a monthly highlight report the monthly measurements for each site. The Supplier must retain a separate list of monthly measurements for sites that have a low data capture (11 months or less), and a further list of those that are of high importance to the Buyer and its Authorised Representative. The Buyer and its Authorised Representative will inform the Supplier of these sites of high importance at the start of each calendar year.

Deliverable 3 – Monthly highlight reports must provide monthly measurements for each site and highlight failed data capture, prior to monthly meeting.

2.7 For specific exceedance or near exceedance ($\geq 36\mu\text{g}/\text{m}^3$) sites identified from previous year's data then additional reporting and notification is required. The Supplier must notify the Buyer and its Authorised Representative within three working days if a tube is missing (for example because of theft) upon collection at the end of a month. The Supplier will then follow up their action plan set out in the tender response (Schedule 4), and to be developed, reviewed by the Buyer and finalised in the mobilisation phase. A

follow up options discussion with the Buyer and its Authorised Representative must occur within another three working days on options to reduce the risk of further missing tubes.

- 2.8 Separately, the Supplier must make clearly documented provisions for LSOs to report missing tubes at specific exceedance or near exceedance sites within one working day of collection. The Supplier must ensure the LSO reports the circumstances of tube loss and possible actions that can be taken to prevent further data loss.

Deliverable 4 – Report known loss to Buyer and its Authorised Representative within 3 working days, for specific exceedance or near exceedance sites and follow action plan. Update Buyer and its Authorised Representative for options to reduce the risk of further tube loss, within a further 3 working days.

Local Site Operators (LSOs)

- 2.9 Monthly diffusion tube changeovers are to be undertaken by a cohort of LSOs. The Supplier is responsible for the recruitment and management of LSOs at all monitoring sites. The Supplier will need to propose as part of their mobilisation to how they will undertake the LSO work. As part of the Exit arrangements, the incumbent will propose to share incumbent LSO suppliers' details, and the Supplier can specify to use the existing LSOs for the first 12 months of the Contract or identify an alternative approach.

Deliverable 5 – Deliver mobilisation needs to cover LSO arrangements for the initial 12 months.

- 2.10 Diffusion tubes must be returned to a central laboratory for analysis by the LSO as soon as possible after collection (within 7 days of the collection date unless exceptional circumstances arise).

Deliverable 6 – The LSO are required to send the tubes back to the Laboratory for delivery within 7 days of the collection date. The Supplier will manage LSO performance where this requirement cannot be delivered and report to the Client and it's Authorised Representative.

- 2.11 The cost schedule has provided a pass-through cost for LSO role, based on the existing LSO costs. The Supplier will find the best value Local Site Operator by conducting a one-off tendering, or value for money review exercise within 12months to deliver the operational LSO tasks of the network in the best value to the Buyer and it's Authorised Representative.

Deliverable 7– Undertake a retender or value for money review exercise of LSO services to ensure good value for money within 12 months of contract commencement.

- 2.12 The Supplier must ensure that any appointed LSO has the appropriate expertise and training to carry out the required activities and that there is an up-to-date local site operation manual available for LSOs. The Supplier must monitor the performance of

LSO activities and undertake a system of spot and quality checks on LSOs to ensure working practices are in line with the LSO manual.

Annex 2 – LSO MANUAL UUNN V4

- 2.13 The LSO manual must be reviewed and updated if required at least annually. The LSO manual must be changed following any significant change to LSO working procedures. This will be discussed in an annual review meeting.

Deliverable 8 – Undertake an annual LSO manual review each January

- 2.14 Changes in Defra's / JAQU's evidence or policy needs may require a reduction or expansion in the number of sites in the network, and consequent LSO activity. The Supplier must be able to incorporate such changes into the recruitment and management of LSOs.

Deployment at new Sites

- 2.15 When establishing new sites as specified by the Buyer and its Authorised Representative, diffusion tubes must be sited in locations on road links which meet the macro and micro-siting requirements of Schedule 1 of the AQSR (listed below) and avoiding any local hotspots. The Supplier must also check that all existing sites meet the requirements at the start of the calendar year. Annex 1 provides exact coordinate/grid reference locations for each existing site.
- 2.16 The specific requirements are:
- 2.16.1.1 Measurement locations must be representative of a stretch of at least 100 m of road
 - 2.16.1.2 Diffusion tubes must be located at least 25 m from a major junction.
 - 2.16.1.3 Diffusion tubes must not be located in micro-environments¹.
 - 2.16.1.4 Diffusion tubes must be sited between 1.5 and 4 m in height (and as close as possible to 2 m) above the ground and within 10 m distance (and as close as possible to 4 m) from the kerbside (running lane of traffic).
 - 2.16.1.5 Diffusion tubes must be located at least 0.5 m away from obstructions such as buildings and there must be an unrestricted flow around the sample inlet in an arc of at least 270°.
 - 2.16.1.6 Diffusion tubes must be sited in triplicate. The Buyer's preference is for tubes to be held in a bracket as shown in Image 1. If this is not possible, they should be sited as close as possible to each other to minimise differences and to ensure data quality thresholds are met.
- 2.17 The Supplier must implement any proposed changes to the network and maintain the existing monitoring network to ensure legal siting and data quality standards continue to be met. Changes to the network must be completed well in advance of 1st January 2026 for the start of Phase 6, 1st January 2027 for Phase 7, and 1st January 2028 for Phase 8. The Supplier must provide at least 1-3 calendar months' worth of provisional data to

¹ Micro-environments are distinct areas of spatial/temporal variability in pollutant concentrations, such as road junctions.

the Buyer and its Authorised Representative to ensure QA/QC for newly installed diffusion tube sites before these are included in the national compliance assessment. Ad-hoc expansion must also be included as agreed with the Buyer and its Authorised Representative.

Deliverable 9 – Deliver a phase 6, phase 7 and phase 8 deployment phase in January each year for new sites agreed with the Buyer and its Authorised Representative during the redeployment exercise

Decommissioning sites and network flexibility

- 2.18 Management of the network must allow for a flexible geographical scope and for decommissioning through the year when sites are no longer required. The Buyer and its Authorised Representative may request that sites are decommissioned for several reasons, for example where a road link is reported as being compliant by both the national air quality model and the UUNN diffusion tube sited on the link. Tubes may be retained for locally specific reasons.
- 2.19 The Buyer and its Authorised Representative will undertake an annual review of the network to determine sites to be decommissioned at the end of the calendar year and discuss these with the Supplier in a Mid-Year Review meeting to be held in autumn each year, as part of the redeployment exercise.
- 2.20 If a site is decommissioned, the Supplier is to remove the cost attributed to that site detailed within the Pricing Schedule and the cost shall be removed pro rata from the overall annual fee unless agreed with the Buyer and its Authorised Representative. The Supplier is to pass on operational savings if a site becomes non-operational including LSO and sample analysis fees.

Deliverable 10 – Deliver site decommissioning following the autumn review each year as agreed with the Buyer and its Authorised Representative. Sites to be decommissioned at any point in the year if required.

- 2.21 If the network (as a whole) is to be decommissioned, the Buyer and its Authorised Representative will notify the Supplier with at least 4 months' notice.
- 2.22 The Rural NO₂ network currently delivered under a separate contract, operates in a similar manner, to this network but in rural locations. The Supplier will assist the Authority in preparing a feasibility document for aligning the two networks into the UUNN structure for the circa 25 sites during the first 6 months of the Contract.

Mobilisation

- 2.23 The Supplier must deliver a fit for purpose mobilisation within the 3month window permitted in accordance with their mobilisation plan.

3 Work Programme 2 - Data quality and QA/QC

Data quality

- 3.1 It is a priority for the Buyer and it's Authorised Representative that good data quality and QA/QC processes are followed. The Buyer and it's Authorised Representative requires data quality and QA/QC checks to be performed independently of the delivery team to ensure an independent quality review of the network.
- 3.2 Data Ratification takes place annually because an annual average bias adjustment is applied to all data for the calendar year where applicable. Additionally, a provisional bias adjustment will be applied to measurement data ("Provisional data") from the same period on a quarterly basis. Provisional data and associated uncertainty/data capture will be provided on a quarterly basis to the Buyer and it's Authorised Representative to enable internal analysis.
- 3.3 The data quality assurance must be included in the annual report and must include:
- Any changes in the size of the network
 - An overview of QA/QC activities
 - Information on laboratory accreditation
 - Information on the bias adjustment factor methodology and results
 - Data capture
 - Data quality
 - Station-specific issues
 - Advances in technology and QA/QC processes
- 3.4 Monthly data must be thoroughly quality assured before the provisional outputs are delivered to the Buyer and it's Authorised Representative and must meet the data quality objectives for indicative measurements outlined in the AQSR. Each monitoring site must have:
- Measures to reduce the effects of wind turbulence on diffusion tube measurements as described in the LSO manual.
 - Contamination checks and travel blanks. Laboratories must perform blank tests as part of accredited result checks and travel blanks must be used as per LSO Manual requirements.
 - A confirmation that AQSR siting requirements have been met.
 - A coefficient of variance of less than 20% across the triplicate diffusion tubes, or less than 20% for the remaining 2 tubes should an outlier be identifiable. Any measurement outside of this range must be discarded and flagged to the Buyer and it's Authorised Representative.

Deliverable 11 – Undertake monthly data quality assurance for tubes within 3 months of data being collected.

- 3.5 In addition, each monitoring site must aim for:

- An exposure period of 4 weeks or one calendar month per set of triplicate tubes.
- A 95% confidence interval of less than 20% around the limit value of 40 $\mu\text{g}/\text{m}^3$ on an annual basis (i.e. a 95% confidence interval of $<8 \mu\text{g}/\text{m}^3$).
- An annual data capture of at least 91.6% (or 11 out of 12 calendar months). This means that at least 1 diffusion tube at a triplicate diffusion tube site will have made a measurement per calendar month for 11 out of 12 calendar months. Obtaining a monthly measurement with a single diffusion tube at a site must be limited to 1 month per calendar year.

Deliverable 12– Undertake annual data ratification in accordance with specification requirements by 31st July each calendar year (this needs to be done after the AURN data is locked down by the DDU, as this can impact the bias adjustment).

Laboratory procedures

- 3.6 The Supplier shall directly hold or ensure that the appointed laboratory provider's analysis procedure is fully compliant with the requirements of the relevant BS EN Standards, and which is accredited by UKAS (or International Equivalent) to ISO 17025. The laboratory proposed must have ISO 17025 accreditation for laboratory analysis techniques related to atmospheric pollutants collected on diffusion (sorbent) tubes.
- 3.7 The Buyer and its Authorised Representative require that laboratory processes meet ISO 17025:2017² and BS EN 16339:2013 guidelines, and that the nomenclature and approach of the Guide to the expression of uncertainty in measurement³ are followed. Laboratories must participate in the laboratory intercomparison scheme UK AIR-PT following ISO 13528:2015 guidelines or equivalent scheme which if proposed must be justified as to meeting these standards. Diffusion tubes must be handled and analysed in accordance with the guidelines provided in the Diffusion Tubes for Ambient NO₂ Monitoring Practical Guidance⁴ and Local Air Quality Management Technical Guidance (TG22)⁵. If there is any conflict between those guides and the requirements in this Specification, then the requirements in this Specification must take precedence unless agreed with the Buyer and its Authorised Representative.

Co-Location of Diffusion Tubes with AURN Analysers

- 3.8 The Supplier must undertake co-location studies with roadside AURN sites measuring NO_x in accordance with BS EN 14211:2012 at ~38 locations in the vicinity of the network. The requirements for these studies are:
- Diffusion tubes must be placed within 1m of the automatic analyser inlet, but care must be taken that they do not block the inlet in any way

² <https://www.iso.org/standard/66912.html>

³ https://www.bipm.org/utls/common/documents/jcgm/JCGM_100_2008_E.pdf

⁴ [https://uk-](https://uk-air.defra.gov.uk/assets/documents/reports/cat05/0802141004_NO2_WG_PracticalGuidance_Issue1a.pdf)

[air.defra.gov.uk/assets/documents/reports/cat05/0802141004_NO2_WG_PracticalGuidance_Issue1a.pdf](https://uk-air.defra.gov.uk/assets/documents/reports/cat05/0802141004_NO2_WG_PracticalGuidance_Issue1a.pdf)

⁵ <https://laqm.defra.gov.uk/documents/LAQM-TG16-February-18-v1.pdf>

- If the co-location study is being carried out at a roadside monitoring station, tubes must be the same distance from the road as the analyser inlet.
- The co-located diffusion tubes must be exposed in triplicate (i.e. groups of three) if possible. Ideally tubes must be spaced at least 10 cm apart.
- The duration of the study must be at least 11 months.
- Data from any months when the automatic analyser does not achieve at least 85% data capture must be excluded.
- It is of paramount importance to ensure that data from the analysers are of good quality, so good QA/QC procedures must be applied to the automatic monitoring sites.
- The co-located diffusion tubes must be prepared, handled and analysed in exactly the same way as those from the other (non-co-located) monitoring sites in the survey. Exposure periods must be the same, to within +/- 2 days.

The Supplier must provide a network-specific bias adjustment factor which is robust and in line with current methodology detailed at [2309281201 UUNN Public Annual Report 2022.pdf \(defra.gov.uk\)](https://www.defra.gov.uk/publications/default.aspx?id=2309281201)

- 3.9 Co-location site comparisons must follow the guidelines provided in the Diffusion Tubes for Ambient NO₂ Monitoring Practical Guidance and Local Air Quality Management Technical Guidance (TG22). Bias adjustment factors can be calculated following the principles in the Local Air Quality Management Technical Guidance TG22. In addition, an updated calculation of the bias adjustment factor based on careful graphical and statistical examination of co-location study data identifying any atypical results is required by the Buyer and its Authorised Representative. The results of yearly studies must be examined to identify any trends that may indicate issues requiring investigation and/or a reconsideration of the bias adjustment factor used. The co-location sites used to calculate a bias adjustment factor must be as consistent as possible from year-to-year.

Deliverable 13 – Co-location sites and subsequent bias adjustments calculations must be conducted and delivered by 31st July, each Calendar year.

QA/QC

- 3.10 Good data quality must be ensured by having a suitable combination of diffusion tube manufacturer and analytical technique. The Supplier must specify and justify the chosen technique. Currently, the Buyer and its Authorised Representative require tubes that are prepared using 20% TEA in water or 50% TEA in acetone. The Supplier must consider and mitigate the effects of wind turbulence and speed on NO₂ measurements made by diffusion tubes. This must include membranes or meshes across the open end of diffusion tubes. The Supplier must also consider adjusting diffusive sampling rates each month to take into account the average monthly temperature in which the measurements were taken.
- 3.11 The Supplier must (at the start of the contract period) share with the Buyer and its Authorised Representative a draft QA/QC plan, to be discussed and agreed with the Buyer and its Authorised Representative. The Supplier will provide a comprehensive internal QA/QC summary to the Buyer alongside the monthly, quarterly and annual results with details on bias adjustment factors used in the network, and laboratory

performance. The Supplier must use a processing timeline that allows sufficient time for QA both throughout and at the end of the monitoring process.

Deliverable 14 – Within 3 months of contract commencement, finalise the internal QA/QC summary.

- 3.12 The uncertainty requirements shall be met for “Ratified Data” for the uncertainty element of the AQSR of 15% annual mean uncertainty, unless it is demonstrated there are special circumstances meaning this target uncertainty cannot be achieved.

Network and Site Failure

- 3.13 The Buyer’s Authorised Representative require a flagging system to be highlighted to them each month for any tube loss where there is no data collected.
- 3.14 If data cannot be provided for a site for a one-month period within an annual reporting cycle, that site will be issued a “Yellow flag”. The Contractor must ensure that for the remainder of the reporting period that site provides data for collection. A “Yellow Flag” will also be issued when measurements are based on a single diffusion tube measurement at a site for 1 month per calendar year. The Supplier must ensure that for the remainder of the reporting period data from that site is based on more than a single diffusion tube measurement.
- 3.15 If a site fails to provide any data for a second month within an annual reporting cycle or provides data from only a single tube for a second month (not limited to consecutive months), then that site will receive a “Red flag”. A site will fail if it does not meet the data quality objectives and/or is not deployed in time (resulting in a data capture of less than 11 out of 12 months). If a site fails, the Buyer’s Authorised Representative will not include these measurements in the compliance assessment. It is expected that the Supplier will continue to deploy diffusion tubes on this site for the remainder of the calendar year to continue to collect data.
- 3.16 In the event of a site receiving a Red flag, the Buyer will reduce the payments made to the Supplier by the amount provided in the payment schedule of the cost of operating that site for that month which has failed to provide data. Subject to the Buyer and its Authorised Representative agreeing, if the site receives a Red Flag, but then in subsequent months continues to collect and report data, the Buyer will continue to pay for the operation at that site. Subject to the Buyer and its Authorised Representative approval, that site may be added to the compliance assessment in the subsequent reporting cycle.
- 3.17 The Buyer and its Authorised Representative may wish to remove a site from the network, and as such the Supplier will pay for “decommissioning” the site (in accordance with the payment schedule), ensuring that the location is made right to that state or improved, that it was prior to the placement of diffusion tubes. No more operating payments for that site will be made by the Buyer.
- 3.18 The Supplier will report monthly on the number of sites which have received a Yellow Flag and those which have previously and as a result of that month’s data collection, received a Red Flag. This will include a percentage figure of the total Network on Yellow

Flags and percentage number of Red Flags from the number of sites from the commencement of the network that reporting year.

- 3.19 The Supplier shall notify the Buyer via electronic mail at the earliest opportunity if site locations have become unsuitable or are otherwise required to be moved. Notifications would be expected to be within 5 working days of the Supplier becoming aware.

Deliverable 15 – Deliver monthly yellow and red data flagging within 10 days of the end of each month.

UUNN Data handling system

- 3.20 There is an existing UUNN Data Handling Web Based portal and Online SQL (Structured Query Language) Database that is available to be used to deliver the Contract. The user guidance document is attached in Annex 3. It is expected but not Mandatory that any new Supplier would want to take this over. This was developed by the incumbent supply chain during the mobilisation of the initial Contract. It is owned by the Environment Agency as Buyer and will be provided to the Supplier during mobilisation for hosting, operation and to assist in their delivery of the network for handling and assuring network data.

Annex 3 -UUNN Data Handling Service/System

Alternatively, the Supplier can create and maintain an equivalent solution that will be able to cope with the large amount of tube and meta data generated and requiring processing, that delivers the Network needs. If a supplier chooses a non-web-based alternative and is not offering an IT solution that will be the Clients IPR, then 3.21 - 3.27, do not apply. Any other developed solution must be offered under Licence for ease of any future market transfer. If undergoing any design changes, or if an alternative IT solution that is externally facing proposed, then they must be hosted and maintained with Buyer agreement developed in accordance with:

- I) [Secure by Design - UK Government Security - Beta](#)
- II) [Home – GOV.UK Design System \(design-system.service.gov.uk\)](#)
- III) [Service Standard - Service Manual - GOV.UK \(www.gov.uk\)](#)

Please note that this is not a requirement to rebuild the existing UUNN Data Handling Service/System by the above principles, only for any additional areas deemed necessary during the Contracted period. None are currently known or planned.

Whatever is proposed, the Supplier is responsible for managing an accurate and effective Data Handling System.

The Client may take forward during the lifetime of the Contract an option to transfer the existing UUNN Data Handling Service/System, to an internal DDTS. Currently there is no programme commenced to begin this with the body that currently manages all Environment Agency Information Technology, (known as DDTS – Defra Digital Technology Service). The expectation would be this is something the Client will consider taking forward later in the project, if there is capacity within our IT pipeline to do so. The Supplier would be notified in writing at any time, on any proposal to commence internal

transfer, and unallocated spend for IT support would be used to support Supplier costs to a DDTS hosted UUNN Data Handling Service/System

- 3.21 The UUNN Data Handling Service/System consists of the current 'Stack Component List' in Table 3

Table 3 – Architectural Structure / Stack Component List

Stack Component List	Description
Web Application - a standard PHP, Maria DB stack	Hosted on a platform tool that can be moved as a full service in one go.
Kubernetes service	Zippped-up web portal and database that you can move around from server to server
Platform	Host GDT bare metal Kubernetes
Database	MariaDB
Webserver	Apache
Security	Pen test Load balancer GDT
File uploads	CVS datafiles uploaded and then checked
Code language	PHP, symphony framework
Client-side framework	Symphony, Bootstrap and webpack.
Code repository	Git lab.
Key vault	Private repo stores tokens, connections and deployed onto server at build time.
User management	Simple table store users. Inside the user application.
Bespoke libraries.	The supplier's existing system 'Recardo common' is used to deploy the service
SLA	Non-specific. Client would expect 98% uptime as a minimum.

- 3.22 The Mobilisation phase of the Contract could include the transfer of UUNN Data Handling Service/System and functionality post transfer of hosting capacity. It is required this process is completed within the 3-month handover window from Contract Award.

- 3.23 The transferred =UUNN Data Handling Service/System should be hosted on a cloud-based server; however, it could be hosted on a local server if the Supplier can justify why a cloud-based server is not proportional to delivery.

- 3.24 The Web Content Accessibility Guidelines (known as WCAG) are an internationally recognised set of recommendations for improving web accessibility. <https://www.w3.org/TR/WCAG22/> provides an overview of the guidelines. If using the UUNN Data Handling Service/System, or alternative web based solution, the Supplier must cost for at least a basic Accessibility Audit during the first 12 months of the Contract, and justify what's reasonable to do during the Contract period, or can be

omitted under 'Disproportionate Burden' as detailed [Understanding accessibility requirements for public sector bodies - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/understanding-accessibility-requirements-for-public-sector-bodies).

- 3.25 The web application hosting the UUNN Data Handling Service/System must be subject to 3rd party security penetration testing, and the principles of web application security in the OWASP Top Ten: [OWASP Top Ten | OWASP Foundation](https://www.owasp.org/) are to be appropriately applied.
- 3.26 The Supplier must note the status of the data on the UUNN Data Handling Service/System is considered 'Official'. The Supplier must implement Security Measures covering all aspects of data storage, for UK regulations, and follow industry best practices and principles, when hosting the Data Handling system. ISO 27001 accreditation (or equivalent) for Information security, cybersecurity and privacy protection, should be in place. Cyber security basic is mandated in the Terms and Conditions Schedule 19. Updates on all activities to secure the UUNN Data Handling Service/System shall be reported quarterly to the Client, and any urgent risks notified to the Client within 3 working days.
- 3.27 The Supplier will be responsible for managing access to the UUNN Data Handling Service/System. The Supplier will need to maintain the functionality of the UUNN Data Handling Service/System and add / and remove users to ensure operational functionality as required between Contractor delivery stakeholders. The Exit Plan provides detail from the incumbent supplier regarding the UUNN Data Handling Service/System and their proposed handover.

Annex 4 – Incumbent Supplier's Exit Plan

- 3.28 The existing UUNN Data Handling Service/System ensures the outputs of the system are formatted appropriately for easy upload to Defra's Data Dissemination Unit (DDU). The Supplier is responsible for continuing to delivery data via the UUNN Data Handling Service/System to the DDU, and an alternative solution must continue to output data for delivery to the DDU UUNN Data Handling Service/System. The DDU upload guidance is available in Annex 5.

Annex 5 – DDU data portal guidance

- 3.29 All of the data and metadata specified within the Data Handling System templates must be provided for each diffusion tube must be collected as part of the Contract to ensure delivery of the Network is maintained, unless it can be technically justified as to why some data requirements can be terminated.

Deliverable 16 – Manage the UUNN Data Handling Service/System (or equivalent proposed data handling system) to the Specification and provide quarterly updates on Security testing and Data Management.

4 Work Programme 3 - Project Management /Health and Safety / Reporting

- 4.1 The Supplier will manage all aspects of the deployment and decommissioning of UUNN sites as instructed by the Buyer.
- 4.2 The Supplier must provide ratified data to the DDU by 1st May 2025 for the full UUNN 2024 dataset (and similarly for subsequent years). In the event of a change in Supplier in January 2025, the incumbent Supplier's Exit Plan will cover arrangements for handover to the new Supplier of the 2024 data set by 31st March 2025. This data will feed into the UK's 2024 national compliance assessment which will be published in September 2025.
- 4.3 At the end of the contract period, the incumbent Supplier must facilitate data ratification for the incoming Supplier and facilitate any information and queries until the data has been ratified and provided to the DDU. Arrangements must be set out in the Supplier's Exit Plan.
- 4.4 The Supplier is required to answer 'ad hoc' queries relating to the contract from the Buyer and its Authorised R within three working days so as to ensure the smooth running of the contract, unless a longer timescale is agreed with the Buyer.

Deliverable 17 – Ad hoc queries to be responded to within 3 working days.

- 4.5 The Supplier is to keep a record of accounts for costs associated with the operation of the network and records of all quotations and invoices received from subcontractors, Suppliers, utilities, local authorities and others.
- 4.6 The Supplier must allow auditing of the services by the Buyer or its agents covering activities including but not limited to:
 - Laboratory procedures
 - Field operations
 - Quality assurance
 - Health and safety
 - Financial accounting related to the operation of the contract

These audits shall be conducted on an ad-hoc basis with the following aims:

- to review and verify information available in records developed through the monitoring programme.
- to identify specific issues of non-compliance with AQSR siting requirements and to give recommendations to meet them.

The Buyer all the Authorised Agent will refer to the Core Terms paragraph 6, when conducting Audits of the activities above.

- 4.7 The Supplier shall manage a work programme designed to deliver the requirements of the contract. The Supplier shall manage a time schedule for the work that identifies the main stages, tasks, and key milestones. This will be used to monitor progress by the Buyer and it's Authorised Representative.
- 4.8 The Supplier shall provide appropriate support at the end of the contract as per Schedule 30 of the Terms and Conditions. As a minimum a 3-month period of handover for a new Supplier is required at the end of the Contract.

Meetings and correspondence

- 4.9 The Supplier shall arrange all meetings and send all correspondence to both the Buyer Responsible Officer and an Authorised Representative's (JAQU) nominated Officer. All day-to-day notifications, deliverables, service level agreement data, reports and meetings concerning this Contract shall be directed to both Buyer and Authorised Representative (JAQU). The Buyer's Contract Officer shall be primarily responsible for providing the Supplier with all instructions, approvals under the scope of work and for dealing with the Supplier's invoicing requirements.

Ongoing meetings

- 4.10 A one-hour monthly meeting must be arranged between the Buyer and its Authorised Representative and the Supplier to discuss performance of the network and issues as they arise. Meetings will be held via a virtual platform. A fortnightly 30-minute meeting is required between monthly meetings. The Supplier will provide the secretariat for monthly meetings and will prepare minutes and a spreadsheet to track actions, which are to be issued within 1-3 days of a meeting.

Table 4 - Scheduled meetings

Meeting Title	Description	Organiser / date
Contract inception - meeting	Overview of proposed approach to work, methodology, strategy, timescales and process flow chart.	Supplier < 2 weeks after contract award
Fortnightly Review meeting	Network review of measurement sites, ad-hoc work updates	Supplier - date tbc
Monthly Review meeting	Network review of measurement sites, ad-hoc work updates	Supplier – date tbc
Mid-year Review meeting	Network review of measurement sites, ad-hoc work updates, review of performance, network and contract management	Supplier – June 2025
Annual Review meeting	Network review of measurement sites, ad-hoc work updates, review of performance, network and contract management. Review of LSO manual, LSO template and process flow chart.	Supplier – end November
Ad-hoc Meetings	Review of commissioned ad-hoc work. Meetings with the DDU Supplier and national air quality modelling contractors.	Supplier

	To be timed and costed in Ad-hoc work packages as required	
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Deliverable 18 – Deliver meeting schedule in table 4.

Data Provider's Workshop

- 4.11 The Supplier shall attend the one-day annual Data Provider's Workshop (usually March – April) to remain updated on data provider issues such as requirements for electronic reporting (e-reporting) as well as cross-cutting network matters and updates from the Buyer and its Authorised Representative and Devolved Administrations. These costs must be included in the contract fee, and attendance by one or two staff to submit data on behalf of the network is required.

Reporting & Data Submissions

- 4.12 The Supplier will be required to provide data/metadata to the Buyer and its Authorised Representative in line with the dates shown in Tables, unless agreed with the Buyer. All reporting tasks are included, noting Supplier Lead activities that are not for the UUNN Supplier to lead, but are dependent on input for queries. Dates for subsequent years to be agreed with the Buyer and its Authorised Representative.

Table 5 – Annual timetable for the reporting of data for the national compliance assessment (dates shown are the first year only and will roll on for all future years of the contract – precise deadline dates will be provided nearer the time by the DDU).

Reporting Activity	Lead Supplier	Role of the UUNN Supplier	Deadline (and annually thereafter)
Bias adjusted monitoring results - draft	Supplier	Provide bias adjusted monitoring results (ratified annual averages) for each diffusion tube in a spreadsheet for review. Completed internal QA/QC summary and bias adjustment documents.	1 st May 2025
Bias adjusted monitoring results -final	Supplier	Provide bias adjusted monitoring results (ratified annual averages). A final mean value for each site (as these are sited in triplicate) must be provided to the Buyer, and Defra's DDU Supplier for compliance reporting. Completed internal QA/QC summary and bias adjustment documents.	15 th May 2025
UK Air QA and consistency checks	DDU	Confirmation/resolution of network changes and meta data issues	During May 2025

Reporting Activity	Lead Supplier	Role of the UUNN Supplier	Deadline (and annually thereafter)
Data quality issues flagged and resolved with all network providers	DDU	Resolution of issues including meta data and data flags	During May 2025
Confirmation of statistics with Data Providers	DDU	To confirm data and statistics	End of May 2025
Validation / ratification	DDU	Data checks – validation/ratification of UK Air Data sets	by July 2025
Draft Reporting for AQSR	DDU	To confirm data and statistics	June 2025
Compliance modelling	MAAQ (Modelling Ambient Air Quality Supplier)	Ad-hoc queries response	June-Aug 2025
Generate and check e-reporting outputs	DDU	Ad-hoc queries response	June-Aug 2025
Final data for DDU	All Network Providers	To provide timely responses to any queries about site locations, site/instrument meta-data and data	July 2025
'Air Pollution in the UK' publication	DDU	To provide timely responses to any queries about site locations, site/instrument meta-data and data	Mid-September 2025
Metadata checks for new reporting year	DDU	Check, resolve issues and confirmation of site information	October 2025
Location checks	Supplier	Provide update to Coordinate/Grid reference locations and census ids in a spreadsheet format and maps of all measurement sites	December 2025
Confirm new calendar year tube deployment	Supplier	Supplier to report success of January tube deployment and report any issues to the Buyer. February Monthly Report	February 2025

Reporting Activity	Lead Supplier	Role of the UUNN Supplier	Deadline (and annually thereafter)
UUNN Data Handling Service/System functionality	Supplier	a review of UUNN Data Handling Service/System functionality to assess where improvements could be made to UUNN Data Handling Service/System platform, data processing, calculations and reporting elements. To feedback findings to the Buyer (Monthly report)	February 2025

4.13 The reporting requirements are set out for the Supplier in Table 6 as a specific Deliverable

Deliverable 19 – All reports are to be delivered annually as per Table 6 unless otherwise agreed with the Buyer

Table 6 – Reporting Deliverables Required under this Contract

Reporting Deliverable No.	Reporting Deliverables	Role of UUNN Supplier	Delivered to Authority by deadline (and annually thereafter unless stated)
RD 1	A half-day presentation (inception meeting)	Present to the Buyer and JAQU on the proposed approach to the work.	<2 weeks after contract award – 1 st year only
RD 2	Monthly highlight reports	To accompany monthly progress meetings. To submit and present each month's operation activities, concentration data, uncertainty, data capture for all UUNN sites and assess project risk. Suggested format in Annex Annex 6 – Monthly Progress report	Submission to Buyer by the 10 th of each month
RD 3	Quarterly Report submission	Submit quarterly review reports at Q1, Q2, Q3 and Q4 of the calendar year. To review data, monitor performance of the network, assess project risk. Reports must provide a breakdown of all costs incurred during the quarter. Suggested contents: Annex 7 – Quarterly Report Headers	Reports to be submitted a minimum of two months after end of each quarter.

Reporting Deliverable No.	Reporting Deliverables	Role of UUNN Supplier	Delivered to Authority by deadline (and annually thereafter unless stated)
RD 4	Final Annual Data Report	Submit annual data report summarising fully ratified and verified full year concentration data in a spreadsheet form	July 2025
RD 5	Draft Annual Report Unpublished	To provide a draft annual report summarising operations and changes in the network, QA/QC activities, laboratory accreditation, the bias adjustment factor methodology and results, data capture, data quality, station-specific issues, as well as ratified measurement results. Content aligned with: 2309281201_UUNN_Public_Annual_Report_2022.pdf (defra.gov.uk)	June 2025
RD 6	Final Annual report	Provide a final annual report summarising operations and changes in the network, following Defra review of content	Early August 2025
RD 10	Confirm final list of tubes for addition / removal from the network	Supplier to check and approve AQSR status and final locations of new sites to be deployed in January 2025. Supplier to update records and organise tubes to be removed from the network in January 2025.	November 2025
RD 11	Annual Audit of network tubes	Audit to confirm number of tubes in the network and siting criteria checks	End of January 2025
RD 12	Sustainability Report	Provide annual Sustainability Data (1 st year is for only 9 months from April 2025) Annex 8 – Sustainability Report Template	June 2026, June 2027 (and extension years June 2028, 2029)

- 4.14 Ratified data of running annual mean concentrations shall be provided to the DDU by their deadline in Table 5b. The data format will follow the template and guidance set out by the DDU.
- 4.15 The Supplier shall retain separate to the UK Air Information Resource website, a UUNN Data Handling Service/System of the validated monitoring data to enable retrospective ratification of the data.
- 4.16 The Supplier will be responsible for communicating and closely collaborating with other organisations that input to the national compliance assessment and respond to any queries regarding this as per Deliverable 17.

Risk management

- 4.17 The Buyer and its Authorised representative require the delivery system to be mapped so weak points in the operation of the system can be identified and addressed if necessary. This includes the logistics of the network itself and the timelines required for providing data for reporting to the OEP. Risks must be an agenda item on each Contract Management call.
- 4.18 To produce and maintain a project risk assessment and project issues, and lessons learnt log to identify and minimise risk and issues to the delivery of the project as a whole in addition to health and safety risks on the network. An example template is provided in Annex 9.

Annex 9 – Risk, Issues and Obligations log

- 4.19 A loss of data capture is a major risk given (as a minimum) concentration data for 11 out of 12 calendar months is normally required for compliance reporting. The deployment of diffusion tubes in triplicate mitigates this risk somewhat. Where a site exhibits a partial or full loss of tubes then a specific risk protocol to quickly address the loss of data must be in place by the Supplier. This protocol must be robust enough to ensure that the risk of further data loss is mitigated, and the measurement site can be used for reporting. This risk must be identified on a site-by-site basis and discussed within three working days of any incident and then on each monthly call.
- 4.20 Where tube loss is reported to the Supplier by the LSO, mitigation actions must be considered to include the assessment of the site for the repositioning of the tube to a higher position in line with the LSO manual. An assessment must also be undertaken to establish if an additional tube location can be deployed on the same road link.
- 4.21 The Supplier is expected to produce and maintain a project risk assessment to identify and minimise risks to the delivery of the project as a whole in addition to health and safety risks on the network. Health and safety and project issues and risks must be flagged, and mitigation actions suggested within 5 days of their occurrence.

Health and Safety

- 4.22 The Supplier shall ensure LSO / QAQC Suppliers and employees who attend sites in the network follow the

Annex 10 - “UK Air Quality Networks Guidance – Health and Safety Guidance”

- 4.23 The Supplier shall be responsible for ensuring there is an up-to-date individual site risk assessment for each site. The risk assessment must be reviewed and updated annually and sent for upload to the UK-Air Health and Safety Database <https://hnsdb.defra.gov.uk/site/>, or similar Environment Agency tool.
- 4.24 At all sites on the network, use of the UK-AIR Health and Safety Database (or similar) before all visits is mandatory. The H&S Database can be accessed here: <https://hnsdb.defra.gov.uk/site>.

- The Supplier must note that the recording of Health and Safety information may to change to a different system during the January – March mobilisation period or the Contract term, in which case the Supplier will be notified when this change occurs.
- 4.25 If the safe working systems for UK Air sites change, the Supplier is expected to adapt to these practices as required.
- 4.26 The Supplier shall provide to the Buyer, and it's Authorised representative a Health and Safety risk register prior to contract commencement and additionally any relevant method statements for site work, risk assessments for staff working on site, near miss and accident reports and training records for staff and subcontractors as appropriate for site work.
- 4.27 The Supplier shall ensure all staff and subcontractors will, if required, produce their own risk assessments and method statements prior to working on site or in the laboratory. The Supplier and sub-contractors must comply with relevant health and safety legislation and minimise risk of accidents in the course of their work.
- 4.28 The Supplier is required to ensure that all relevant health and safety legislation is complied with in the delivery of the service and provide evidence of this when requested by the Buyer and it's Authorised representative. An indicative list of legislation considered relevant to the contract includes:
- Health and Safety at Work Act 1974
 - Electricity at Work Regulations 1989
 - Management of Health & Safety at Work Regulations 1999
 - Manual Handling at Work Regulations 1992
 - Provision and Use of Work Equipment Regulations 1998
 - Control of Substances Hazardous to Health Regulations 2002
 - Working at Height Regulations 2005
 - The Health and Safety (First Aid) Regulations 1981
- 4.29 When attending a collocated site managed by a CMCU Supplier, the CMCU must be notified 24 hours prior to seek permission for attendance.

5 Work Programme 4 – Additional requests

- 5.1 The Supplier will be required to provide ad-hoc advice and uncommitted work packages to the Buyer and it's Authorised representative, the Devolved Administrations and others as directed by the Buyer and its Authorised representative on issues related to the UUNN. The aim will be to use this element of the Contract to consolidate new learning, improve methodology of the Network, analyse results and ways of working from the use of the wind deflector tubes with partners and local authorities
- 5.2 The Supplier must provide, where explicitly authorised by the Buyer and it's Authorised representative, similar information, and support to Local Authorities where monitoring results are of significant interest to the Local Authorities or the public. All work under this work item is ad-hoc and is required to be authorised in advance. The number of days is

not guaranteed and only that amount used and appropriately authorised will be paid by the Buyer and it's Authorised representative.

- 5.3 The funding under this work programme may also be used for additional ad-hoc activities where, for example, additional temporal / site monitoring may be required to understand specific issues related to any future exceedance in order to correlate or model measurements to activity data. The work can involve if necessary other pollutants that are suited to monitoring via the same infrastructure of the network, for example ammonia or nitrous oxide via diffusion tubes.
- 5.4 Ad-hoc work packages need to use the staffing rates provided in the commercial offer. Commercial / Project Director Lead, Project Manager, Deputy Project Manager, Data Ratifiers / Data Analyst, Quality Assurance Lead, staffing roles are presented in the Commercials and the Supplier must itemise staffing roles, the commercial roles and the tasks they are delivering in a designated time frame. Sub-contractor costs must be passed on without additional commission for ad-hoc packages. Each Work Package proposal by the Supplier set out a clear set of aims, method, deliverables and milestone delivery points, prior to commencement, to be agreed by the Buyer.

Role	Definition and Tasks
Commercial Lead / Project Director -	Role to ensure delivery from organisations delivering the work packaging including allocating resources, and signing off commercial arrangements required for delivery
Project Manager	Role responsible for internal and external delivery and co-ordination of the delivery milestones and work packages. Will have capacity and understanding to technically understand the whole work
Deputy Project Manager	Able to stand-in for the project manager and to deliver parts of the Work Packages required that may require management co-ordination and high-level technical input
Quality Assurance Lead	Ensure data quality processes and checks of any Work Package is delivered
UUNN Data Handling Service/System Web Support	Ensure web-based data management is undertaken to 'Government Data Standards' and competent to deliver tasks required in the specification
Data Ratifiers / Data Analysis	Undertake any data delivery of tasks on the work programme
Administrative Support	Support to deliver financial purchase orders, or tasks that require minor technical capability to deliver, but are required. Can include Graduate / Apprentice level input on tasks.

- 5.5 Additional roles and tasks with responsibilities agreed with the Buyer. There are no planned Information Technology improvements, so this role is not defined. For Mobilisation and Exit, and any proposed role definition and day rate costs, must be included in the Schedule 3 under Mobilisation and Exit, and within the Suppliers Mobilisation and future Exit plan.

- 5.6 For any additional project related, a Work Instruction Process will be followed for use of uncommitted spend using the template, as per the commercial rates that will be evaluated in Schedule 2. The project work to be undertaken must be aligned to the overall delivery of the Project based on the 'Overview' and 'Work Packages' set out in the tender. This work remains un-committed unless notification occurs via the

Annex 31 – Work Instruction Tracker template

The summary of all Deliverables and expected timescales is detailed in Table 3.

Table 4 - Deliverables and Associated Timescales

Deliverable		Timescale	Delivered to
Work Programme 1: Management and Operational Activities – CMCU activities			
1	– Tubes must be deployed out from the laboratory on time, every calendar month and to achieve the specific UUNN monitoring calendar.	Monthly deliverable to meet UUNN monitoring calendar issued.	Client
2	– Tubes that have suffered loss and theft must be reported to the Buyer and its Authorised Representative within 14 days at the proposed 2 weekly call. Actions to mitigate must be proposed at this point.	Within 14 days	Client & JAQU
3	– Monthly highlight reports must provide monthly measurements for each site and highlight failed data capture, prior to monthly meeting.	Each month	Client & JAQU
4	Report known loss to Authority within 3 working days, for Specific or near exceedance sites and follow action plan. Update Authority for options discussion within 3 a further working day.– Report known loss to Buyer and its Authorised Representative within 3 working days, for specific exceedance or near exceedance sites and follow action plan. Update Buyer and its Authorised Representative for options to reduce the risk of further tube loss, within a further 3 working days.	Within 3 working days	Client & JAQU

Deliverable		Timescale	Delivered to
5	– Deliver mobilisation needs to cover LSO arrangements for the initial 12 months.	During mobilisation – prior to service start date.	Client
6	– The LSO are required to send the tubes back to the Laboratory for delivery within 7 days of the collection date. The Supplier will manage LSO performance where this requirement cannot be delivered and report to the Client and it's Authorised Representative.	Each month – report on manage performance of LSO's failing to meet the 7-day deadline	Client & JAQU
7	– Undertake a retender or value for money review exercise of LSO services to ensure good value for money within 12 months of contract commencement.	Within 12 months of Contract commencement	Client
8	– Undertake an annual LSO manual review each January– Deliver a phase 6, phase 7 and phase 8 deployment phase in January each year for new sites agreed with the Buyer and its Authorised Representative during the redeployment exercise	January 2026, January 2027, January 2028 (January 2029, January 2030 if extended)	Client & JAQU
9	– Deliver a phase 6, phase 7 and phase 8 deployment phase in January each year for new sites agreed with the Buyer and its Authorised Representative during the redeployment exercise	January 2026, January 2027, January 2028 (January 2029, January 2030 if extended)	Client & JAQU
10	– Deliver site decommissioning following the autumn review each year as agreed with the Buyer and it's Authorised Representative. Sites to be decommissioned at any point in the year if required.	January 2026, January 2027, January 2028 (January 2029, January 2030 if extended) Or as Required	Client
11	– Undertake monthly data quality assurance for tubes within 3 months of data being collected.	Within 3 Months of the period of data collection	Client & JAQU
12	– Undertake annual data ratification in accordance with specification requirements by 31st July each calendar year (this needs to be done after the AURN data is locked down by the DDU, as this can impact the bias adjustment).	July 2025, July 2026, July 2027 (July 2028, July 2029 if extended)	Client & JAQU
13	– Co-location sites and subsequent bias adjustments calculations must be conducted and delivered by 31st July, each Calendar year.	July 2025, July 2026, July 2027 (July 2028, July 2029 if extended)	Client & JAQU
14	– Within 3 months of contract commencement, finalise the internal QA/QC summary.	30 th June 2025	Client & JAQU

Deliverable		Timescale	Delivered to
15	– Deliver monthly yellow and red data flagging within 10 days of the end of each month.	Within 10 days of the end of each month	Client & JAQU
16	– Manage the UUNN Data Handling Service/System (or equivalent proposed data handling system) to the Specification and provide quarterly updates on Security testing and Data Management.	March 2026, March 2027, March 2028 (March 2029, March 2030 if extended)	Client & JAQU
17	– Ad hoc queries to be responded to within 3 working days.	3 working days	Client & JAQU
18	– Deliver meeting schedule in table 4.	As required	Client & JAQU
19	– All reports are to be delivered annually as per Table 6 unless otherwise agreed with the Buyer	As stated in Table 6 of specification	Client & JAQU

UK Urban NO₂ Monitoring Network (UUNN) 2024

Contract Number C27641

January 2025

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 this 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 this 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 this 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 this 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;
- (d) 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

- (e) 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 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 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 three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 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.
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (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.
- 3.2.11 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.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence

or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this 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. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this 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 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 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 this 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 thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including this 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 thirty (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 this 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 ten (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 this Contract during the Contract Period and for seven (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.
- 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 Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (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 this Contract,
 - 6.4.3 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 Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 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.

- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 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 this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); 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 this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

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 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
 - (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (c) 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;
 - (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
 - (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (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 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

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 this Contract;
 - 9.1.2 this Contract is entered into 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 this 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 this 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 this 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 Effective 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 this 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 this 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 description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 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 for free.

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 Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (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 ten (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 five (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 five (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 five (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 Clauses 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 twenty (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 Clause 13, 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 Effective 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 this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4 When the Buyer can end this Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

- (a) there's a Supplier Insolvency Event;
- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
- (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 ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;

- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) 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.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3

(Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) 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 this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.
- 14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.
- 14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this 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 this Contract had not been terminated; and
 - (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

- 14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this 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 this Contract if the remaining parts of this 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 this 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/or
 - 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 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.
- 15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.
- 15.6 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.
- 15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this 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 to do with this Contract.
- 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 and security

- 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 via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
- 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 five (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 at fault.

18.8 The Supplier:

- 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (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, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;
- 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; 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 this 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-to-know 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 this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 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 Crown Body, any successor body to a Crown 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;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 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 this 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 forty eight (48) hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
- 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

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

The provisions incorporated into this 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 this Contract

- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").

- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this 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 this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (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 this 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 this 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 this 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 ten (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 this 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 this 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 this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this 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 this 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 this 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 this 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 9:00am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer 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 ten (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 twenty (20) Working Days of the Effective Date of this 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 Default 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 this Contract; and
 - 31.3.4 suspected that any person or Party directly or indirectly related to this 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 in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.
- 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 this 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 this 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.
- 33.2 The Supplier and the Buyer 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 this 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 this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this 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 five (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 this 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 and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

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:
- 37.1.1 breach of Law;
 - 37.1.2 Default of Clause 16.1; and
 - 37.1.3 Default of Clauses 31 to 36.
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default 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 twenty eight (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 39.4 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, 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 39.4, 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 39.5.

39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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