

# **DPS Schedule 6 (Order Form and Order Schedules)**

## **Order Form**

ORDER REFERENCE: **PS23325 - RAF032/2324 - Industrial Energy Transformation Fund (IETF) Process and Interim Impact Evaluation**

THE BUYER: **Department for Energy Security & Net Zero (DESNZ)**

BUYER ADDRESS: 3-8 Whitehall Place, London, SW1A 2EG

THE SUPPLIER: **Technopolis Limited**

SUPPLIER ADDRESS: 3 Pavilion Buildings, Brighton, **BN1 1EE**

REGISTRATION NUMBER: 02354937

DUNS NUMBER: 503302739

DPS SUPPLIER REGISTRATION SERVICE ID: 305280

### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated Thursday, 21<sup>st</sup> December 2023.

It's issued under the DPS Contract with the reference number RM6126 Research & Insights for the provision of PS23325 - Industrial Energy Transformation Fund Process and Interim Impact Evaluation.

### **DPS FILTER CATEGORY(IES):**

Decarbonisation, emissions and net zero, Energy (renewables and fossil-based), Mixed method (qualitative and quantitative), Theory-based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling), Process evaluation, Evaluation scoping / evaluability assessment.

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**ORDER INCORPORATED TERMS**

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6126 Research & Insights
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - **Joint Schedules for RM6126 Research & Insights**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - **Order Schedules for PS23325**
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 9 (Security)
    - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126
7. Order Schedule 4 (Order Tender).

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

**ORDER SPECIAL TERMS**

None

ORDER START DATE: Monday, 1<sup>st</sup> April 2024

ORDER EXPIRY DATE: Friday, 20<sup>th</sup> March 2026

ORDER INITIAL PERIOD: 2 Years

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**DELIVERABLES**

See details in Order Schedule 20 (Order Specification)

**MAXIMUM LIABILITY**

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

Further to Clause 11.6 of the Core Terms, the Parties hereby agree that the Data Protection Liability Cap shall be limited to maximum of £1,000,000.00. In case of any fines by ICO as per PPN 03/22, the liability of supplier shall not exceed £1,000,000.00 in regulatory fines arising out of Data protection breach.

**ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment shall be made via BACS.

Invoices payable upon receipt of invoice and Purchase Order.

Payment shall be made on Acceptance of the Deliverables.

**BUYER'S INVOICE ADDRESS:**

All invoices should be sent to [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk) with the following address: UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF.

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

See details in the Environmental Policy Annex

**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

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**PROGRESS REPORT FREQUENCY**

The Supplier will attend Progress Meetings with the Buyer as required for the project.

**PROGRESS MEETING FREQUENCY**

The Supplier will attend Progress Meetings with the Buyer as required for the project.

**KEY STAFF**

See details in Order Schedule 7 (Key Supplier Staff)

**KEY SUBCONTRACTOR(S)**

Not applicable

**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

See details in Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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

## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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

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

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<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
<b>"Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,

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	would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the DPS Contract or the Order Contract, as the context requires;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> <li>a) applicable Start Date; or</li> <li>b) the Effective Date until the applicable End Date;</li> </ul>
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> <li>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</li> </ul>

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	<p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but</p> <p>excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments
	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;

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<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Levy"</b>	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

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<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:  a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;  b) is required by the Supplier in order to provide the Deliverables; and/or has been or shall be generated for the purpose of providing the Deliverables;
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	a) the Data Protection Act 2018;
<b>"DPS"</b>	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
<b>"DPS Application"</b>	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;

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<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and
	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;

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<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
<b>"Estimated Yearly Charges"</b>	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
<b>"Filter Categories"</b>	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>

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	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p style="padding-left: 40px;">i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"GDPR"</b>	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <p style="padding-left: 40px;">i) are supplied to the Supplier by or on behalf of the Authority; or</p>

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	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> ;
<b>"Guarantor"</b>	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> </ul> such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a) a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;

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<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

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**Joint Schedule 1 (Definitions)**

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

**Joint Schedule 1 (Definitions)**

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

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<b>"MI Reporting Template"</b>	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p style="padding-left: 40px;">i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

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<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</p>
	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>the actual Costs profile for each Service Period;</p>
<b>"Order"</b>	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Contract"</b>	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Order Contract Period"</b>	the Contract Period in respect of the Order Contract;
<b>"Order Expiry Date"</b>	the date of the end of an Order Contract as stated in the Order Form;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;

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

**Joint Schedule 1 (Definitions)**

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

**Joint Schedule 1 (Definitions)**

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

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

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<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;

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

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

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**Joint Schedule 1 (Definitions)**

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<b>"Supplier Equipment"</b>	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: <ul style="list-style-type: none"> <li>a) Achieve a Milestone by its Milestone Date;</li> <li>b) provide the Goods and/or Services in accordance with the Service Levels; and/or comply with an obligation under a Contract;</li> </ul>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
<b>"Test Plan"</b>	a plan: <ul style="list-style-type: none"> <li>a) for the Testing of the Deliverables; and</li> </ul> setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;

**Joint Schedule 1 (Definitions)**

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<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> <li>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</li> <li>(ii) Commercially Sensitive Information;</li> </ul>
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

**Joint Schedule 2 (Variation Form)**  
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## Joint Schedule 2 (Variation Form)

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

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

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

**Joint Schedule 2 (Variation Form)**

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Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## **Joint Schedule 3 (Insurance Requirements)**

### **1. The insurance you need to have**

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

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

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

### **2. How to manage the insurance**

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

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

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

**Joint Schedule 3 (Insurance Requirements)**

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

**4. Evidence of insurance you must provide**

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

**5. Making sure you are insured to the required amount**

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

**6. Cancelled Insurance**

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

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

**7. Insurance claims**

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

**Joint Schedule 3 (Insurance Requirements)**

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7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**Joint Schedule 3 (Insurance Requirements)**

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**ANNEX: REQUIRED INSURANCES**

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

Joint Schedule 4 (Commercially Sensitive Information)  
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## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	December 2023	Suppliers` fiscal breakdown	5 years
2	December 2023	Suppliers` full proposal	5 years

**Joint Schedule 10 (Rectification Plan)**  
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## Joint Schedule 10 (Rectification Plan)

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

**Joint Schedule 10 (Rectification Plan)**

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

## Joint Schedule 11 (Processing Data)

### Definitions

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

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

### Status of the Controller

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

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

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

### Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

**Joint Schedule 11 (Processing Data)**

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- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

**Joint Schedule 11 (Processing Data)**

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- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

**Joint Schedule 11 (Processing Data)**

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- (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
  12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
  13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
    - (a) notify the Controller in writing of the intended Subprocessor and Processing;
    - (b) obtain the written consent of the Controller;
    - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
    - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
  14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
  15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
  16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

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

**Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

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**Joint Schedule 11 (Processing Data)**

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21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

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- (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

**Joint Schedule 11 (Processing Data)**

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**Annex A - Processing Personal Data**

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

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

The Contracting Authority Data Protection Officer

Department for Energy Security & Net Zero  
3-8 Whitehall Place  
London  
SW1A 2EG

Email: [John.Deene@beis.gov.uk](mailto:John.Deene@beis.gov.uk)

1.2 The contact details of the Supplier's Data Protection Officer are:

Email: [data@technopolis-group.com](mailto:data@technopolis-group.com)

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Department for Energy Security &amp; Net Zero (DESNZ) is the data controller for the personal data we describe in our privacy information. A data controller determines how and why personal data is processed. The majority of the personal data we process is in pursuance of our statutory functions as a government department, however we may also process your personal data:</p> <ul style="list-style-type: none"> <li>● with your consent</li> <li>● in order to fulfil a legal obligation</li> <li>● for DBT's defined legitimate interests</li> <li>● in order to protect the vital interests of an individual(s)</li> </ul>

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**Joint Schedule 11 (Processing Data)**

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	<ul style="list-style-type: none"> <li>● for the performance of a contract we have, or may, enter into with you</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li>● <i>The procurement will require the processing of a range of personal data is likely to include, but is not limited to:</i> <ul style="list-style-type: none"> <li>○ Identity Data including first name, last name, and title.</li> <li>○ Contact Data including business address(s), email address, and telephone numbers.</li> </ul> </li> </ul>
Duration of the Processing	The project will commence in December 2023 and will last until September 2025.
Nature and purposes of the Processing	<p>The data processor will be the appointed contractor, and the data controller will be DESNZ. The nature of processing will be the collection and recording of data from the respondent types mentioned above, as well as structure and storage of the data collected. The appointed contractor will then prepare the findings for dissemination. However, DESNZ will be responsible for approving all outputs before wider dissemination.</p> <p>The purpose of the data collection is to understand how best to design a taxonomy which achieves our objectives, ensuring that the information generated through a taxonomy is decision-useful to both investors and companies.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	Role in company, contact details, names, business addresses, home addresses, home telephone numbers, work telephone numbers, mobile numbers, email addresses, sex, dates of birth. Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.

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Categories of Data Subject	Staff of the Contracting Authority and the Supplier, including where those employees are names within the Contract itself or involved within the contract management.
<p><i>Plan for return and destruction of the data once the Processing is complete</i></p> <p><i>UNLESS requirement under Union or Member State law to preserve that type of data</i></p>	<p>Delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority.

At times, the Contracting Authority may be relying on consent as the relevant legal basis of processing. The Supplier will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative, informed, freely given and unambiguous consent, which requires a positive 'opt-in.' the Supplier will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.

**Order Schedule 2 (Staff Transfer)**  
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## Order Schedule 2 (Staff Transfer)

### 1. Definitions

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

<b>"Acquired Rights Directive"</b>	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
<b>"Employee Liability"</b>	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

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	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: " <i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i> " issued in October 2013 including: <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance " <i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i> " issued in June 1999 including the supplementary guidance " <i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i> " issued in June 2004;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the

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

**Order Schedule 2 (Staff Transfer)**

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

**2. INTERPRETATION**

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

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Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**3. Which parts of this Schedule applies**

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

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

## PART C: NO STAFF TRANSFER ON THE START DATE

### 1. What happens if there is a staff transfer

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

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- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

**2. Limits on the Former Supplier's obligations**

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

## **Part E: Staff Transfer on Exit**

### **1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
  - 1.1.3 the date which is 12 Months before the end of the Term; and
  - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service

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Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

**2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the

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Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

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- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of

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- becoming aware of that fact, notify the Buyer and the Supplier in writing; and
- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

**Order Schedule 2 (Staff Transfer)**

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In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

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

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(b) the Supplier and/or any Subcontractor; and

(c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

**Order Schedule 2 (Staff Transfer)**

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Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

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- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## **Order Schedule 3 (Continuous Improvement)**

### **1. Buyer's Rights**

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

### **2. Supplier's Obligations**

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

**Order Schedule 3 (Continuous Improvement)**

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

**Order Schedule 5 (Pricing Details)**  
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## **Order Schedule 5 (Pricing Details)**

1. The Charges for the Services shall be as set out in this Order Schedule 5.2.
2. The contract charges are as seen in the AW5.2 Price Schedule below;  
£350,000.00 Excluding VAT.

**Order Schedule 7 (Key Supplier Staff)**  
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## **Order Schedule 7 (Key Supplier Staff)**

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

**Order Schedule 7 (Key Supplier Staff)**  
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**Annex 1- Key Roles**

Key Role	Key Staff	Contract Details
[Redacted Content]		

## Order Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 1. Definitions

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

<b>"Breach of Security"</b>	<p>the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li> <li>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li> </ul> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
<b>"Security Management Plan"</b>	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;</p>

#### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs

**Order Schedule 9 (Security)**

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and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

**3. Security Standards**

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

**4. Security Management Plan****4.1 Introduction**

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

**4.2 Content of the Security Management Plan**

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the

**Order Schedule 9 (Security)**

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Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

**4.3 Development of the Security Management Plan**

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in

**Order Schedule 9 (Security)**

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accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

**4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Deliverables and/or associated processes;
  - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - (d) any new perceived or changed security threats; and
  - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

**5. Security breach**

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the

**Order Schedule 9 (Security)**

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Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## Order Schedule 20 (Order Specification)

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

### 1 Background

The Industrial Energy Transformation Fund (IETF) is a grant-funding competition which subsidises energy efficiency and deep decarbonisation studies and deployment projects in England, Wales and Northern Ireland. This invitation to tender covers process evaluation and impact scoping workstreams.

#### Background to the Evaluation and Work Needed

The Department for Energy Security & Net Zero (DESNZ) seeks to procure an evaluation team to:

- **Workstream A:** Conduct a final process evaluation of the Industrial Energy Transformation Fund, covering key elements of Phase 2 of the scheme. This report is to deliver synergies with the planned impact evaluation (see below).
- **Workstream B.1:** Building on the M&E Plan, Benefits Realisation and ToC scoping already conducted by in-house analysts and previous contractors, scope and finalise the methodology/evaluation framework and delivery plan for the subsequent interim and final IETF impact evaluations, including the delivery of any operational tools or research materials to be used.
- **Workstream B.2:** Conduct an interim impact evaluation of the Industrial Energy Transformation Fund, enacting the scoped delivery plan (above) to provide an overview of the scheme's impact and effectiveness to date.

DESNZ has previously procured evaluation and scoping work covering the Industrial Energy Transformation Fund (IETF) when the policy was in very early stages of design and delivery. This resulted in an Interim Process Evaluation Report (covering early Phase 1) which is published on GOV.UK, as well as a Benefits Realisation approach that includes success metrics and an initial Theory of Change. These have been further developed internally by BEIS as scheme delivery has progressed.

The scheme has now completed six competition windows, has a mature delivery model and is beginning to deliver real-world impacts. On 30 March 2023, it was announced – subject to public consultation - that there would be an IETF Phase 3, which will be worth £185 million in funding to UK industry and with an expected launch in early 2024.

#### Rationale for Procurement

DESNZ is committed to ensuring that there is a transparent and objective process for evaluating the delivery and impacts of the scheme. We believe this is best served by procuring independent evaluation experts, where proportionate, alongside monitoring data collected by, and in accordance with project monitoring plans designed by, our independent technical experts. The evaluations must be delivered in line with The Magenta Book.

A Phase 3 extension of IETF has been confirmed and planning is underway by the IETF policy team. There are opportunities to apply learnings arising from this evaluation project to

current and future windows of the scheme and also to influence policy and delivery design of future potential (non-IETF) interventions which are considering similar delivery models. Delivery of a final process evaluation report and interim impact evaluation report is in scope for this project. We seek to procure independent evaluation experts to ensure full transparency/accountability.

### **About the Intervention/Policy Landscape**

The IETF is a government-funded scheme that supports HMG's legally binding commitment of reaching Net Zero by 2050, which it aims to do through the provision of capital grants to industry. The IETF was allocated £315m of capital funding in the 2018 Budget, £289m of which will be delivered by DESNZ through the IETF in England, Wales, and Northern Ireland; the remainder was allocated to the Scottish Government. Following the 2023 Spring budget, IETF confirmed extension of the scheme with an additional budget allocation of £185m (gross of any Barnett effects). This evaluation's scope is constrained to the DESNZ-administered IETF.

The IETF has three main objectives:

1. Reduce industrial energy demand so that less energy is used to perform the same tasks or produce the same results,
2. Reduce industrial emissions supporting the delivery of carbon budgets 5 and 6, and
3. Build and de-risk the market for decarbonisation technologies through supporting investment by early movers.

By 2035, IETF funding will be delivering on these objectives by:

- Supporting industry to identify a pipeline of future projects by co-funding feasibility and engineering studies.
- Improving the energy efficiency of industrial processes by bringing the payback of projects within an investable range for companies.
- Incentivising early movers by making the low-carbon investment financially more attractive than the carbon-intensive option.
- Demonstrating the viability of a range of transformational technologies that can be replicated across UK industry and generating new industry and government knowledge of the costs, risks and benefits of these technologies.

The IETF is run as a competition with three competition strands available for businesses to apply to for grant funding for:

- Feasibility/Engineering studies
- Energy Efficiency (EE) technology deployments
- Deep Decarbonisation (DD) technology deployments (from Phase 2 onwards)

Applicants to the IETF vary very significantly in scale, scope, industrial sector, geographical location, project technology types and level of familiarity with Government funding. Projects are highly heterogeneous and, while our monitoring framework aims to calculate for deployment projects' the specific quantified benefits that are relevant to DESNZ on a consistent basis, the applicants themselves have a wide range of different motivations and project-specific aims and objectives. Fieldwork should be designed to understand the full diversity of experiences and impacts delivered.

Competition rules, scoring criteria and applicant/project eligibility conditions are all published ahead of each window on GOV.UK. Refinements to the competition rules and delivery have also been made between windows. The IETF has been structured into three Phases, further broken down into competition "windows".

Phase 1 (c.£70m) was comprised of two competition windows (Summer 2020 and Spring 2021).

Phase 2 (c.£220m) was comprised of four competition windows spread out from 2022 to 2023 with expanded eligibility to include “deep decarbonisation” projects.

The final Phase 2 competition window has recently closed. Winners of previous windows are at different stages of delivery. An indicative timeline, subject to change, is available in Annex A.

The IETF has overseen six funding windows to date across Phases 1 and 2 with approximately 120 successful deployment projects in the pipeline.

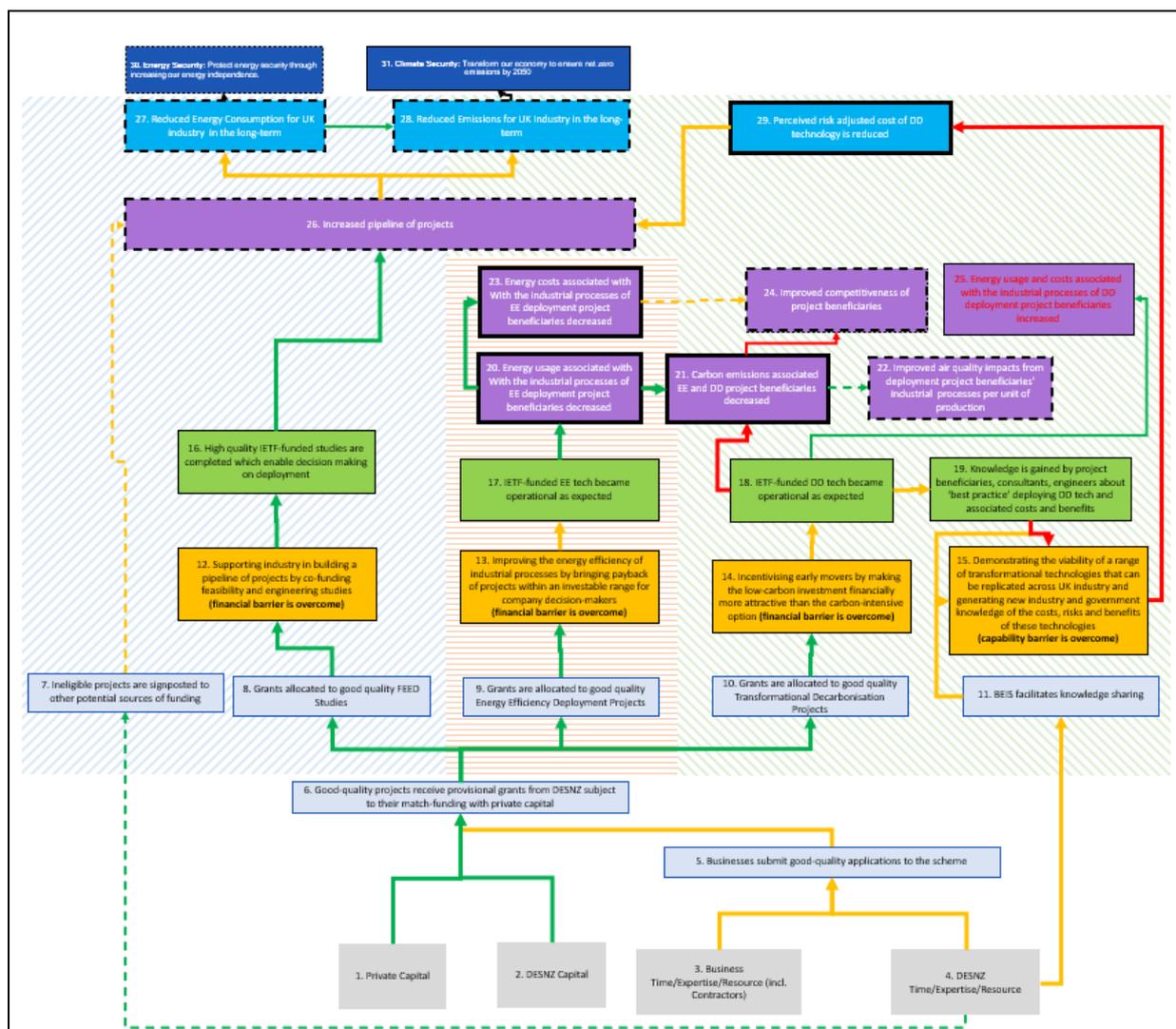
Phase 3 (c.£170m) is expected to comprise two competition windows to launch during 2024. It is expected to follow a similar structure to Phase 2 of the scheme.

### **Development of the IETF Theory of Change**

In 2021, a preliminary “Theory of Change” (ToC) was developed for the IETF by externally commissioned contractors, which can be found in the published Phase 1 process evaluation. Effectively, this was a log-frame with an emphasis on quantitative monitoring metrics to serve the project’s Benefits Management governance regime but with limited detail on the causal narrative. A summary of the benefits management approach/key metrics is attached – full detailed copies will be provided to the successful tenderer.

The IETF Monitoring & Evaluation team has recently revised and expanded work to develop a new version of the ToC. This work has built on the previous version, incorporating greater emphasis on causal claims with the expectation that the scheme’s evaluations will test/validate these claims as the primary evaluation mechanism.

**The ToC as a whole is comprised of both the ToC diagram and the accompanying supplement which details proposed causal links and prospective indicators/data collection/evidence which could be collected to validate them.** A “snapshot” of the refreshed version of the Theory of Change diagram is below to illustrate the nature/structure of our ToC. The full ToC diagram is too small to read on A4. A higher-resolution version of the ToC diagram (Annex B) and an accompanying “ToC supplement” (Annex C) are at the core of our M&E Plan document.



The diagram is read bottom up, with different coloured “tiers” representing the standard “categories” of the ToC e.g. **inputs**, **activities**, **barriers**, **outputs**, **outcomes**, **impacts** and **strategic objectives**.

## 2 Aims and Objectives of the Project

### The overall aims and objectives of our IETF evaluation research programme (through to 2033)

The evaluation of the IETF began with previous benefits scoping work and the published process evaluation (covering early stages of the first Phase 1 window). We envisage the programme of IETF evaluation will continue to 2033. This ITT is to commission the delivery of a full process evaluation (publishable), impact scoping report including method, plan and materials (internal) and then delivery of a full interim impact evaluation (publishable).

We anticipate a future tendering exercise around 2032 to procure a supplier to deliver the final impact evaluation – including value-for-money evaluation - once all IETF projects have completed 5 years of operational monitoring and provided the associated data to DESNZ. However, because the interim and final impact evaluations should use the same evaluation

method/approach/framework, the scoping conducted as part of this ITT should anticipate the needs of the final impact evaluation as well as the interim impact evaluation.

The primary driver for IETF evaluation is to understand and evidence how IETF delivers impact in the real world; we anticipate this will be achieved primarily through the testing and validation of the IETF Theory of Change (and its associated causal links) – essentially, an evaluation framework based on process-tracing and incorporating contribution-analysis is envisaged. Supplementing this, our evaluation research programme – through to 2033 – has four main overarching evaluation research questions. These are:

- 1. What have been the outcomes and impacts of the IETF against its scheme objectives? To what extent can these be attributed to the IETF?**
- 2. To what extent has the scheme delivered value for money?**
- 3. What has been the effectiveness of delivery?**
- 4. What wider learnings can be gained from evaluating the scheme?**

These overarching questions are fixed by the original business case for the IETF. Following consultation with IETF policy and delivery officials, we have identified specific sub-questions that sit beneath these (more detail below).

**The aims and objectives of Workstream A and Workstreams B.1 & B.2 (the scope of this ITT).**

#### **Workstream A: Process Evaluation**

We expect our contractors to conduct a full process evaluation including the fieldwork, analysis and reporting of research findings. There are three main purposes of the process evaluation:

- Exhibit transparency and accountability for the design and delivery process of the IETF.
- Influence the delivery of IETF stages and windows. Exact influence points will depend on timings for the evaluation and any delays which occur to programme delivery.
- Impact the policy and delivery design of other government schemes, especially those relating to industry, energy efficiency and decarbonisation.

A primary outcome expected of the process evaluation is to conduct research to test (i.e. verify/validate, or not) at least the causal links between boxes 1 and 19 in the ToC, in a way that is compatible and consistent with future impact evaluation. These links predominantly focus on inputs, decision-making and early-stage IETF processes. The process evaluation report should detail the extent to which the ToC has or has not been validated based on this fieldwork and the interim process evaluation already published, with what confidence and on what evidence, and detail of mechanisms discovered (including any alternative mechanisms or ToC-invalidating evidence).

#### **Process Evaluation Research Questions**

The process evaluation report should be structured around answering the following research sub-questions:

Theory of Change

- To what extent, based on evidence available to date, should one have confidence in the causal story as detailed in the Theory of Change (steps 1-19)? What aspects of the Theory of Change, if any, require changing and what are these changes?
- What barriers did applicants face prior to and during their involvement with the IETF, and to what degree did the IETF and IETF processes contribute to overcoming them?

#### IETF Application

- What were the main motivations and barriers for IETF applicants when applying for IETF funding?
- How was demand for the IETF (volume and scale of applications for EE, DD, studies) influenced by recent market events (including changes to energy prices and/or Covid-19)?\*
- How was delivery of IETF objectives impacted by inflation and supply chain disruption, and were measures to mitigate the negative effects of these pressures effective?\*
- To what extent was the "offer" of the IETF interventions (grants, feasibility) attractive to stakeholders?
- How effectively did the IETF leverage private funding to support government funding?
- How did the IETF encourage firms to investigate new projects or studies?\*
- How did the IETF have an effect on the ambition of firm's decarbonisation or energy efficiency plans?\*
- Did the guidance, dissemination events and support offered alongside the IETF improve the quality of applications and if so, how?\*
- How did the IETF's communications, marketing and applicant advice campaigns support the scheme's delivery?
- Did the IETF guidance provide applicants sufficient advice on what they would be tested on and did their perception of the assessment process match with the reality?\*

#### IETF Assessment, Due Diligence, Award

- Were the assessment criteria fit for purpose in terms of selecting projects that met the IETF objectives?\*
- Did IETF assessors apply the scoring guidance consistently?\*
- What value to the government and applicant was derived from the financial and technical due diligence processes?
- How did the award decision making process (GAP, Ministers, GOLD) support the delivery of the IETF objectives?

#### IETF Delivery

- Was the performance of the IETF delivery body and technical contractors supportive to the delivery of the intended scheme objectives and if so, how?
- To what extent were the relationships between IETF stakeholders (e.g. beneficiaries, trade bodies, consultants, delivery bodies, academics, engineers, suppliers) supportive of the delivery of the scheme?

- To what extent did projects proceed as expected and how did IETF processes help or hinder this?

#### IETF Benefits & Benefits Monitoring

- To what extent has information sharing or upskilling (business-to-business and government-to-business) occurred and if so, how effective or ineffective was this in spreading of benefits of EE/DD projects to wider industry?
- How effective was the monitoring & verification (M&V) setup and reporting process in delivering scheme objectives?
- What were users' experiences of the M&V process and to what degree were arrangements proportionate or disproportionate to the project cost/complexity?

#### Wider questions

- How did the splitting of the scheme between EE and DD projects support the overall delivery of the scheme?
- Were there any material interactions between IETF and other government environmental or economic policies in terms of firms' decisions to invest?
- What lessons, if any, arise from the IETF which could help HMG in determining the pathway to 2050 decarbonisation goals?
- Have there been any unintended consequences (positive or negative) of the IETF policy and processes?

\*The process research questions marked with an asterisk are priorities to have emerging findings on in the emerging findings presentation (see 'Deliverables'), which is prior to the full report.

The scope of the process evaluation should only cover the processes and projects related to Phase 2 of the scheme, spanning all four of the Phase 2 windows. By the time the evaluation is underway, we should have projects covering the entire IETF "journey" available for fieldwork. As such, fieldwork should be designed to understand the effectiveness of our processes across all elements of the "applicant/project journey" across each stage of the "scheme lifecycle". The lifecycle covers pre-application, application, assessment, award, due diligence (including contract signing and agreeing M&V plans), project delivery and project completion.

#### **Workstream B.1: Impact Scoping, Planning & Materials**

The main aim of Workstream B.1 is to develop a comprehensive methodology and plan that details exactly how the impact of the IETF will be evaluated across the interim and final impact evaluations.

The interim and final impact evaluations are expected to construct and utilise a transparent and systematic framework around process-tracing/contribution-analysis principles, such as those described in evaluation literature (example). We are interested in suggestions from tenders about techniques which could further build on or strengthen this approach – such as Bayesian Updating (or, to a lesser extent, realist approaches) if these can be shown to be proportionate and practically actionable. These theory-based methodologies are more appropriate for the majority of this programme's evaluation for two key reasons:

- Many of the IETF benefits are qualitative in nature, therefore it is not feasible to implement a quantitative evaluation method.
- For many of the benefits and indicators in the ToC, there is no clear counterfactual that could be generated to enable the use of a quantitative evaluation method, due to a lack of available baseline data or due to the intangibility of metrics e.g. reduction in risk-adjusted costs of tech. For benefits and indicators outside of the core quantitative primary benefits, there is no counterfactual or control group. To supplement the evidence gathered from the monitoring of primary benefits, a generative approach will be used, which will strengthen the level of causal inference that can be made about primary benefits and also give some form of confidence about the remainder.

As part of the impact scoping exercise, evaluators should design and plan the specific methodological framework, the practical operational tools to be used, and the data and evidence collection plan which is to be applied to demonstrate IETF impact and answer the impact evaluation research questions (see Workstream B.2, below).

We expect the plan to cover, in detail, the theory-based framework to be used to determine attribution of scheme impacts (noting that DESNZ already has produced the ToC itself), explaining exactly how the framework/model will be used in practice. The plan should also outline how gathered evidence will be used to answer impact research questions.

It is important to note that, while there is scope for some methodological freedom, given the late stage of IETF delivery and the volume of work that has already been conducted on monitoring and evaluation planning, some elements of the monitoring and evaluation design are now effectively immutable. The winning tenderer will need to work with DESNZ to understand where there is (or is not) scope to vary. The monitoring regime is fixed, as contracts are already in place with successful projects on the detail.

We expect our evaluators to sense-check our current Theory of Change diagram (Annex B) as part of the impact scoping workstream. We do not plan on making further structural changes, so this should be a light-touch exercise, however we are open to evaluator's views on improvements that could be made, which may be incorporated at DESNZ's discretion.

Our bidders should also review the supplement to the ToC (Annex C), which serves as the basis for our M&E plan. The ToC supplement outlines DESNZ's initial attempts at identifying evidence that may be needed to test the ToC and the corresponding causal links and how and when that evidence should be collected. It is a core part of impact scoping for the appointed evaluators to consider whether the data collection proposed in the ToC supplement is sufficient for undertaking the planned theory-based evaluation and to propose any revisions or additions which are required as part of this scoping stage. Additional data collection required for the testing of the ToC should be proposed where appropriate and reasonable, bearing in mind that the budget for the interim evaluation procured under this tender is fixed. Dependant on the proportionality of the suggestions (both now and for the final impact evaluation), these may be incorporated into the plan at DESNZ's discretion.

Whilst reviewing the ToC supplement, evaluators should consider whether any baseline data is or will be required to enable a before-after comparison during the interim or final impact evaluations – noting that the IETF was launched in 2020, so it may be necessary to rely on secondary sources for historic “before” data. Any “baseline” data that may in the future be needed should be collected during Workstream B.1, provided that relevant data is feasibly attainable. Any fieldwork conducted during Workstream B.1 would be subject to agreement

with DESNZ, must be proportionate and unavoidable (no secondary data source available) and should limit burden on scheme stakeholders.

As part of the impact scoping, evaluators are expected to provide a complete set of fieldwork materials to conduct the research outlined in the ToC supplement. For example, where it is identified that data will need to be collected via survey to research some specific element of the ToC or specific research question, the survey templates, interview questions etc. to be used should be produced under this workstream. This should cover both the interim impact evaluation and within reason, the final impact evaluation in 2033. The outputs of Workstream B.1 should enable both the interim and final impact evaluations to be conducted with no additional planning required.

### **Workstream B.2: Interim Impact Evaluation**

We expect our contractors to conduct a full interim impact evaluation under this tender using the methodology and plan scoped in Workstream B.1. There are three main purposes of the interim impact evaluation, which are captured by the impact evaluation research questions listed at the end of this section.

- **Objectives, Contribution, Causation, and Attribution:** To establish the extent to which the scheme has met its objectives, how, and why, especially the degree to which IETF has “contributed to” or “caused” its identified impacts ‘benefits’ and with reference to additionality
- **Primary Quantitative Benefits of IETF:** To robustly estimate the numerical primary quantitative benefits of the IETF to date which have arisen from funded projects
- **Reduced Costs & Risks and Secondary Benefits of IETF:** To identify the degree to which, IETF has delivered secondary benefits and, crucially, whether any effects have extended into the wider market such as shifts in perception or behaviour.

The primary benefits of the scheme are:

- Reduced energy usage associated with the industrial processes of EE deployment project beneficiaries.
- Reduced energy costs associated with the industrial processes of EE deployment project beneficiaries.
- Reduced carbon intensity associated with the industrial processes of EE deployment project beneficiaries.
- Reduced carbon intensity associated with the industrial processes of DD deployment project beneficiaries.
- Reduction in the perceived risk-adjusted costs of DD technologies.

The secondary benefits of the scheme are:

- Improved air quality impacts from EE and DD deployment project beneficiaries
- Improved competitiveness of EE deployment project beneficiaries
- An increased pipeline of EE and DD deployment projects
- Reduced energy consumption for UK industry in the long term
- Reduced emissions for UK industry in the long term

The ToC supplement document (Annex C) outlines all the primary benefits, secondary benefits and indicators anticipated to arise due to the IETF. The document details our initial thoughts on what evidence we expect to be required for each metric and how and when we expect it to be collected, though this is to be reviewed, amended, built upon and incorporated into the winning tender’s scoping stage. Taking each of these purposes in turn:

### **Objectives, Contribution, Causation, and Attribution**

The interim impact evaluation should begin the testing of the causal links in the ToC. While the other two purposes of the impact evaluation are effectively to enumerate the levels of benefits delivered, it is first essential to establish the degree to which any such benefits are *because* of the intervention. As such this element of the evaluation must ground these observed impacts in a causal framework by testing the strength of the individual causal links in the ToC – or more plainly, the extent to which observed effects are because of the IETF. The methodology and delivery plan produced by Workstream B.1 should outline exactly how the ToC causal links are to be systematically and tested and transparently reported. We are envisaging a process tracing/contribution analysis-based approach, see the ‘Method’ section for more detail.

We do not expect that it will be possible at this stage to generate evidence to validate/verify every single causal link in the ToC during the interim impact evaluation. Many funded projects have not yet become operational and so the sample may be too small to be fully conclusive about test every causal link, especially those which may occur later in the causal chain. However, we do expect evidence to be collected towards **most** of the causal links in the ToC – especially those which are nearer to the start or middle of the causal chains. The interim report should be clear about the level of confidence in each element of the ToC that evaluators can have at the point of reporting, reflecting the strength and quantum of evidence available and hence, the degree to which the causal link has been validated. This is to be an **interim** report – to be further followed by a final report – **its aim is to explain the judgements that can be made on the evidence available to date.**

We expect that Workstream A: Process Evaluation will have already resulted in a thorough testing of early-stage causal links (between ToC boxes 1-11), and where possible to have begun evaluating causal links between ToC boxes 12-19, to be further supplemented by research under this workstream. We anticipate that a large enough sample of studies will have completed at the point of the evaluation to enable testing of the causal pathways contributing to the secondary benefit ‘increased pipeline of projects’ (ToC box 26). The sample of completed deployment projects should be sufficiently large to enable some testing (though perhaps not conclusively) of the causal pathways contributing to the scheme’s primary quantitative benefits (ToC boxes 20, 21, 23). Fieldwork with the wider market should enable inferences to be made on knowledge-sharing mechanisms and spillover benefits (ToC box 15).

Testing how and why the scheme benefits have been realised requires a review of the indicators in the ToC (full list of indicators is available in the ToC supplement, Annex C). Indicators are not formal success metrics of the scheme, however, they should be used to assess the likelihood that the scheme benefits are going to be realised. The evaluation fieldwork for the interim impact evaluation should include collecting ‘current values’ for each ToC indicator, which should be compared against the ‘value aiming for’. Evaluative judgement, and reference to literature, should be utilised during the scoping stage, to establish reasonable ‘values to aim for’ for the indicators.

This will be the first time that the IETF ToC has been tested, which presents a good opportunity to review the quality of the causal pathways that have been mapped. The evidence generated to begin testing the causal links in the ToC (or lack thereof) should be used to assess whether the ToC’s causal narrative is still considered to be the most realistic pathway by which the scheme’s impacts will be realised. Any specific causal links in the ToC for which there appears to be a lack of evidence should be highlighted for the later impact

evaluation to focus on, and any alternative mechanisms identified, and competing hypotheses identified and tested.

### **Primary Quantitative Benefits of IETF**

The interim impact evaluation should provide a full breakdown of the quantitative primary benefits of IETF that have been realised to date, including values for and an analysis of each benefit.

The primary quantitative benefits for EE projects are:

- Reduction in energy consumption associated with the project's industrial processes (Box 20 in the ToC),
- Reduction in carbon emissions associated with the project's industrial processes (Box 21 in the ToC),
- Reduction in energy costs associated with the project's industrial processes (Box 23 in the ToC),

And the primary quantitative benefits for DD projects are:

- Reduction in carbon emissions associated with the project's industrial processes (Box 21 in the ToC).

Energy reduction and energy cost reduction (but not carbon emissions reduction) have been removed as primary benefits of DD projects following a review of the strategic objectives of the scheme; and so are no longer formal success criteria for DD.

Applicants are required as a grant condition to provide 6-monthly operational monitoring data, focusing on our quantified benefits. We require applicants to measure and report on their energy usage for each fuel used within the project's process envelope. We also collect quantitative 'counterfactual' data for each project around application stage, suggestive of energy and carbon emissions in the absence of the projects. Energy, emission and bill savings are calculated by IETF analysts using the measured energy usage and counterfactual data provided by beneficiaries (for full details on our monitoring regime see annex E and annex F).

Some IETF projects are already delivering operational monitoring data. We expect the number of projects delivering monitoring data to have increased by the time the interim impact evaluation commences with the sample of projects predominately (or entirely) from Phase 1 of the scheme – and therefore are likely to all be EE projects. If monitoring data from Phase 2 projects is not available, a review of DD primary quantitative benefits should be excluded from the scope of this project.

Some of the data analysis required to assess the IETF primary quantitative benefits has already been completed by DESNZ's Monitoring and Evaluation team. The team have designed and implemented an Excel-based Management Information system, which uses a before-and-after methodological approach to calculate the quantitative primary benefits of each project and the portfolio as a whole. The methodology to calculate these benefits is set in stone by the scheme's monitoring plan and projects' M&V approach.

The data outputs of DESNZ's MI system will be shared with our evaluators to help with the review of the scheme's quantitative benefits. Evaluators will likely be required to conduct additional quantitative analysis, based on the MI data already collected, for the projects that have entered the operational period for example, splitting realised quantitative benefits by technology type.

Additionally, the evaluation fieldwork designed by the winning contractors will need to gather evidence on the likely levels of additionality and technical risk arising from the IETF. These factors are appraised ex-ante by the IETF's technical assessors at application using consistent assessment guidelines (which will be shared with successful bidders upon commencement of the tender); projects' additionality and risk scores are used to down-weight the [expected] project benefits. Evaluators are to consider based on ex-post fieldwork, whether to apply:

- a revised or additional additionality downscaling factor
- a revised approach to technical risk (especially shutdown risk)
- any other such modifying assumptions.

A full-blown in-depth economic analysis is not in scope of the interim impact evaluation but should be included in the impact scoping/planning for the final impact evaluation.

### **Reduced Costs & Risks and Secondary Benefits of IETF**

The interim impact evaluation should gather evidence to ascertain the extent to which each of the scheme's secondary benefits have been realised to date. Secondary impacts are benefits that we think may arise due to IETF activity but are not used as formal success metrics of the scheme. 'Reduced costs and risks of DD technology' (ToC box 29) is technically a primary benefit/success metric of the scheme. However, due to the qualitative nature of this metric, it is not included within our defined monitoring programme. Therefore, it is particularly important that evaluators identify during the interim impact evaluation whether there is any evidence that the costs and risks, or perceived costs and risks, of decarbonisation technology is reducing. We are also particularly interested in whether there is evidence for an increasing pipeline of projects (ToC box 26).

Examples of other IETF secondary benefits include:

- Improved air quality associated with the project's industrial processes (Box 22 in the ToC)
- Improved competitiveness of project beneficiaries (Box 24 in the ToC)

See Annex C for a full list of the scheme's secondary benefits.

The sample of projects that have reached the operational stage is small (4-5 projects to date) relative to the scheme's whole portfolio (approx. 120 projects), so we do not yet expect these benefits to be realised at scale. However, we see the interim impact evaluation as a good opportunity to test whether the scheme's delivery mechanisms are beginning to generate the impacts we expect, especially any beyond direct participants, as well as whether there are additional benefits/disbenefits to the scheme that have not been included in our ToC.

Applicants are currently asked to complete a 6-monthly qualitative survey (Annex F) alongside their quantitative operational monitoring data, which includes questions around wider IETF impacts. Due to the advanced delivery stage of Phases 1 and 2 of IETF, it is not feasible to introduce a more in-depth monitoring programme of the secondary benefits. Evaluators will need to undertake additional research to gather evidence towards the realisation of the secondary benefits. Fieldwork will likely be in the form of surveys and interviews with beneficiaries and other key stakeholders, more details in the Methodology section. The impact evaluation delivery plan produced in Workstream B.1 should detail exactly what evidence is required to test for the realisation of secondary benefits and how it will be gathered.

## Impact Evaluation Research Questions

The 'impact scoping' documents delivered under this tender must detail the approach needed to explain *how the impact evaluation research questions are to be answered*, when, and with what specific data collection tool.

The Interim Impact Evaluation, to be produced under this tender, will need to deliver evidenced findings for at least those research questions below which are marked in italics. The Final Impact Evaluation, subject to separate procurement, is to conclude across the full set.

It is important that that the evaluation plan which you produce as part of Workstream B.1 will need to detail the programme of research to be undertaken in Workstream B.2 and then separately the additional research which – by 2033 – will result in a robust, evidence-based, evaluative conclusion to the four overarching research questions above and all the sub-questions detailed below, bearing in mind that some revisions to that framework will likely be needed before retendering it.

### Strategic Objectives, Contribution, Causation, and Attribution

- To what extent can it be evidenced that the IETF itself *caused* (“contributed to”) achieving the benefits delivered by the underlying projects?\*
- How additional was IETF funding?\*
- To what extent did the EE scheme objectives impact, support or counteract with the DD scheme objectives and vice versa?\*
- Have there been any unintended consequences (positive or negative) of the IETF policy and if so, what are they and why did they arise?\*
- Were there any material interactions between IETF and other government environmental or economic policies?\*
- What lessons, if any, arise from the IETF which could help HMG in determining the pathway to 2050 decarbonisation goals?\*

### Primary Quantitative Benefits of IETF

- How has the scheme reduced energy intensity, energy costs and carbon emissions for industry (EE objective)?\*
- How has the scheme reduced energy intensity and carbon emissions for industry? (DD objective)\*
- What was the overall carbon cost-effectiveness of the IETF (tCO<sub>2</sub>e/£)?\*
- What was the overall BCR of the IETF?
- To what extent has the IETF contributed to carbon budgets (especially 4 or 5) and the Net Zero 2050 target?\*

### Reduced Costs & Risks and Secondary Benefits of IETF

- How has the scheme brought down the perceived risk-adjusted costs of energy efficiency and deep decarbonisation technologies and the actual risk-adjusted costs for deep decarbonisation technologies for the wider sector beyond beneficiaries?\*
- What has been the impact of the IETF on the competitiveness of beneficiaries (e.g. productivity, finances, ability to use new technology) and why?
- To what extent have qualitative factors enhanced or diminished the scheme's value-for-money?
- How has the IETF impacted jobs?\*

- To what extent has the IETF generated evidence on the costs and benefits of EE and DD tech and how has that evidence been shared with, or otherwise influenced wider industry?\*

\*The impact research questions marked with an asterisk are our priority questions. We will require an interim presentation on emerging findings around these questions prior to the impact evaluation report. For the timings of the interim impact evaluation deliverables, see the 'Deliverables' section.

We anticipate the final impact evaluation report will synthesise evidence collected across:

- The already-published interim process evaluation
- The final process evaluation commissioned in this tender
- The interim impact evaluation (expected to be commissioned in 2024)
- The final impact evaluation itself (expected to be commissioned around 2033)

Each of those four products will need to generate evidence towards all the research sub-questions and test the Theory of Change. By 2033 we would expect our final impact evaluators to be positioned to be able to come to informed, evidence-based conclusions on our four overarching questions, following the plan produced under this commission.

### **3 Suggested Methodology**

Our Philosophy: Theory of Change Testing/Validation is central to all stages of this mixed-methods but primarily theory-based evaluation

Testing (i.e. gathering and applying evidence to validate or otherwise) the Theory of Change is central to our evaluation philosophy. The process evaluation and interim impact evaluation should be centred around Theory of Change validation as a key activity.

Specifically, the process evaluation should conduct research to evaluate (or otherwise) at least the causal links between boxes 1 to 19 in the ToC, alongside addressing the specific process research questions detailed in the section above.

The interim impact evaluation should conduct research to attempt to verify/validate where possible the causal links between boxes 12 to 31 in the ToC, alongside addressing the impact research questions. The scope of the interim impact evaluation and the degree to which ToC causal links can be tested will be dependent on the data available and the sample of completed projects. However, we expect that enough evidence can be gathered to make a start on the testing of later ToC links, even if some level of uncertainty remains.

We require the evaluation framework to be predominantly theory-based due to the nature of the IETF. The characteristics of the scheme that lend themselves to this approach are:

- The projects and their contexts are highly heterogenous (technologies, sizes, objectives, costs, contexts etc.)
- There are relatively small numbers of successful projects per window (~30)
- There are multiple strands to the scheme (EE/DD/studies), which interact in a complex way and can have differing and sometimes unaligned objectives
- The scheme has a competition-based policy design, which leaves no obvious valid counterfactual

A process-tracing/contribution analysis methodology is to be used for the impact evaluations (we direct prospective tenderers to this relevant discussion of these techniques). A theory-based methodology is required to evaluate not just the size or scale of IETF impact, but the extent to which monitored IETF benefits and impacts can be attributed to scheme delivery. The outcome of the theory-based approach should give us a clear and robust answer to the question – “how confident are we that any observed impacts arose because of the IETF?” We are open to bidders' suggestions on the optimal theory-based approach for our project, but it must be based on process-tracing/contribution analysis and centred around the testing of the causal links in our ToC. We are particularly interested in suggestions from tenders about techniques which could further build on or strengthen some of the common pitfalls of this type of PT/CA approach – such as incorporating Bayesian Updating (or, to a lesser extent, realist approaches), if these can be shown to be proportionate and practically actionable.

As detailed in the 'Aims and Objectives' section and Annex E of this tender, we already have an approach in place to monitor the size of impact for core quantitative IETF benefits (though not the extent of additionality). This focuses predominantly on monitoring and evaluating the impacts detailed around reduced energy usage, energy costs and emissions for deployment project beneficiaries (boxes 20, 21 and 23 in the ToC). It introduces the concept of per-project counterfactuals for core benefits data, which we collect prior to project delivery and then monitor for five years following operation. This approach is based heavily on the International Performance Measurement and Verification Protocol standard for monitoring energy efficiency interventions. Reliable quantitative data for this element of the ToC is essential to overarching research themes 1 and 2; the monitoring programme we have set up should provide us with this required data. This is currently the only aspect of our evaluation that utilises what could be considered quasi-experimental method (albeit the very weakest possible form, merely a before-after per-project comparison with some adjustments for confounding variables).

However, we do expect planning of additional before-after comparison to be included in the impact evaluation scoping, specifically with the aim of testing for the presence and scale of wider IETF impacts such as jobs impact and knowledge-sharing. This will be necessary for any impacts where a future comparison is required against historical values, either in the interim impact evaluation or the final impact evaluation. We are open to evaluators views on which of the secondary impacts this approach is appropriate for.

The sections below outline details around the fieldwork we anticipate will be conducted for Workstream A: Process Evaluation, Workstream B.1: Impact Scoping/Planning and Workstream B.2: Interim Impact Evaluation. This includes an approximation of the scale and scope of the fieldwork, our fieldwork requirements and the data that is currently available to our contractors.

Your tender must clearly state the specific types, times, and volumes of fieldwork and analysis you propose to conduct separately across the three workstreams. As part of ongoing regular project/contract management discussions we encourage an open dialogue on how research resource should be allocated to each workstream. We reserve reasonable flexibility to DESNZ to flex the allocation of the overall quantum of research effort and timings of fieldwork. This is in order to ensure maximum value is extracted from the research activity (such that some reprioritisation is possible, especially following impact scoping) and to manage operational concerns (such as 'peaks' in operational activity, burden on respondents and DESNZ capacity).

#### Workstream A: Process Evaluation

The IETF has overseen six funding windows to date with approximately 120 successful deployment projects in the pipeline. The contractor will be responsible for developing the sampling strategy, sample frame and organising invitations/distributing messages for any fieldwork (DESNZ is content to provide contact details for successful IETF projects). It is required that fieldwork delivers a good spread of evidence collected from projects across different relevant attributes, such as:

- different technologies (energy efficiency [minor emphasis], deep decarbonisation [major emphasis])
- different project types (studies [minor emphasis], deployment [major emphasis])
- different stages (application, assessment, award/reject, due diligence, project in delivery, project completed/withdrawn, monitoring [if possible])
- different windows of Phase 2 of the scheme

We anticipate the bulk of process evaluation fieldwork will rely on qualitative in-depth interviews, focusing on understanding experiences in detail across the diversity of different project types and stages. Additionally, a small number of in-depth interviews with organisations representing the wider market should be considered.

The value of in-depth qualitative interviews would be to provide detailed evidence towards our research questions and ToC testing, especially uncovering mechanisms. Clearly, such fieldwork would not seek to be representative.

However, there is value in understanding the “average” experience too. Therefore we suggest that in-depth qualitative interviews should be complemented by one (or possibly two) one-off e-surveys (representative, potentially attempted censuses) to understand any overall trends and the extent to which any of the themes emerging from the in-depth interviews replicate across the IETF as a whole.

The contractor is also responsible for designing the necessary data collection for the process evaluation in the tender. The below is a rough estimate and is not prescriptive, but gives an approximate scale of fieldwork:

- 30 in-depth qualitative interviews with projects
- 5 in-depth qualitative interviews with drop-outs (focus on deployment projects)
- 10 interviews with assessors/monitoring officers/technical monitoring officers (we are open to alternative approaches e.g. 2-3 focus groups)
- 5 interviews with trade bodies/wider industry/consultancies (or 1-2 focus groups)
- 5 interviews with IETF delivery/policy teams

The successful tenderer is expected, as part of the process evaluation, to additionally analyse raw data that DESNZ has already collected from an existing mostly qualitative survey (post-application) and MI that DESNZ has available relating to market engagement activity.

The scope for fieldwork is being left fairly open – within the confines of a Theory of Change validation approach and the expectation of answering the ‘process research questions’. You are welcome to propose additional types of volumes of fieldwork if you deem this a better way to achieve our aims (such as to suggest with focus groups or literature reviews), although any such suggestion must be balanced with ensuring a proportionate respondent burden, minimising disruption to fund delivery and is to be delivered within the overall fixed price of your tender.

Tenderers are encouraged to identify synergies with the process evaluation fieldwork, so that if value could also be taken from interviews for the impact evaluation, the need to go back to the same respondents repeatedly is avoided.

#### Workstream B.1: Impact Scoping/Planning

We anticipate that impact scoping and evaluation planning is primarily a desk-based activity, with little need for primary data collection. Workstream B.2: Interim impact evaluation will require primary data collection, and this should be considered in your planning.

As outlined the 'Aims and objectives' section, we do not require or expect evaluators to spend much time reviewing the ToC diagram (Annex B) beyond a light-touch sense-check. However, we do expect our evaluators to thoroughly review our ToC supplement (Annex C) to ensure that there is a sensible data collection mechanism in place to measure each of the indicators and benefits in the ToC and evaluate the associated causal claims. Evaluators must indicate whether the evidence to be collected for each indicator/benefit is sufficient and/or necessary to demonstrate that the indicator/benefit has been realised. As part of this workstream, evaluators should also provide a 'value aiming for' figure for each of our indicators/benefits where one has not been provided by DESNZ, which should be based on cited evidence for what, in your best evaluative judgement 'good looks like'. Impact scoping must be focused on planning how to answer the impact evaluation research questions listed in the 'Aims and Objectives' section.

This scoping exercise should also scope how each of the specified impact evaluation research questions will be answered (in the interim, and then the final, impact reports).

While our established Monitoring & Verification process (Annex E) has ensured that projects provide project-level baseline data during their application, we are aware that many of IETF's supposed impacts are expected to arise at a higher level than individual projects, and that no baseline data has been established to cover these. For example, while IETF intends to increase the pipeline of projects, and to reduce (or at least reduce perceptions) of costs and risks of DD technology across the whole UK market (even among non-participating firms), no data on those variables from 2020 has been identified. It is likely that your scoping work and/or evaluation methodology will identify that to evaluate success on these measures, ex-post (in the future) measurements will need to be taken and compared with baseline or historical ex-ante data.

If no easily accessible baseline value exists, such as from secondary data sources, you will need to establish a valid 'baseline' measure as part of this scoping stage. The bidder should use their informed judgement to decide which benefits/indicators it is appropriate to collect baseline values for. For example, if it is appropriate to collect a data point now, to proxy for 'pre-IETF', this fieldwork or analysis would be in scope of the scoping/planning stage. We have estimated one quantitative survey may be required for this purpose baseline data, however, we are openminded to the tenderer's suggestions as to what baseline data is required (if any) and how it could be established, as proportionately as possible. If DESNZ deems the proposed 'baselining' fieldwork to be unnecessary, the costs of the fieldwork should be reallocated within the project at DESNZ's discretion.

Deployment project participants currently submit a qualitative survey alongside operational monitoring data at 6-month intervals following deployment of the project. As part of scoping, you are invited to suggest changes to these questions to improve the quality or relevance of the evidence generated.

We expect tenders primarily to familiarise themselves with existing documentation – which can be fairly detailed and technical – such as scheme rules, guidance, business cases, and the existing M&E Plan in the first instance. You should expect to build your domain knowledge primarily through reading up in order to minimise burden on DESNZ teams. If, following this, conversations with DESNZ staff are required, we will consider making provision for a limited number of conversations with DESNZ staff/agents to top up the knowledge you gain from these documents. These should be limited to factors relevant to our research (e.g. data availability, delivery planning, stakeholder compliance/experience and any other factors that are likely to affect the impact evaluation) rather than building domain knowledge.

We expect the workstream outputs to comprise several high-quality deliverables that should ensure a high-quality evaluation through to 2033 at low resource cost and low respondent burden. The outputs from this project should be produced in such a way that they could directly be used by the winning tenders to conduct the interim impact evaluation without any additional scoping or planning required, and also could be used either by DESNZ in-house or under a separate tender with minimal additional planning needed to conduct the future final impact evaluation.

#### Workstream B.2: Interim Impact Evaluation

We expect the interim impact evaluation fieldwork to be split between desk-based activity and primary data collection. The exact fieldwork scope is dependent on the outputs from Workstream B.1: Impact Scoping/Planning, which should detail the fieldwork required for ToC testing and to answer the detailed Research Questions. We have provided estimations of the interim impact evaluation fieldwork however in your tender response you should clearly articulate the total envelope of research effort you are committing (noting that in discussion with DESNZ following scoping it may be agreed to reallocate the total quantum of effort if doing so would maximise evidential value).

The interim impact evaluation will require evaluators to conduct a full desk-based review of quantitative scheme benefits to date, as have arisen via the M&V process (Annex E). The DESNZ M&E team has already designed an Excel-based MI Benefits Database system, which outputs summaries of the scheme's primary quantitative benefits, for both operational monitoring data and project application data. All available outputs of the Benefits Database will be shared with our evaluators.

We expect our evaluators to use the quantitative data shared with them to:

- Sense-check the quality and methodology of any analytical calculations provided.
- Calculate/review additional quantitative metrics as identified by the M&E plan/ToC supplement, using management information already collected by DESNZ, including any further quantitative metrics identified during evaluation planning in Workstream B.1, looking for any key groupings or trends.  
For example:
  - Project over/underspends
  - Scale of project delays
  - Comparison of realised project benefits against benefits expected at application
  - Changes to projects' production volume
- Review the IETF approach to additionality and identify if the additionality approach can be improved at appraisal stage and on what evidence the conclusion is based.
- Produce clear data visualisations that are easily accessible to a non-analytical audience to present the scheme's quantitative findings. Visualisations should include

segmentation analysis. For example, showing quantitative benefits split by project and technology type or any other metric that evaluators think will provide added value.

We expect the quantitative data required for this desk-based activity to be available without the need for additional fieldwork, except for the requirement for evaluators to review the approach to additionality and identify whether additionality down-weighting in the appraisal stage is appropriate, which should be based on evidence collected – such as fieldwork with projects.

DESNZ also has several sources of qualitative data, which will need to be reviewed and analysed as part of the interim impact evaluation (desk based). This includes:

- Case study reports from completed studies and deployment projects. Evaluators should specify their approach to analysing these reports. For example, sampling a percentage of total reports, automated text analysis, or any other reasonable analytical approach.
- Post-application survey results submitted by scheme applicants.
- 6-monthly qualitative survey results submitted alongside quantitative operational monitoring data. As part of Workstream B.1 you are invited to suggest changes to these questions to improve the quality or relevance of the evidence generated
- Internally-produced lessons learned review reports of IETF

Additionally to desk based research, the ToC supplement currently identifies several metrics for which additional data collection is required, and your scoping may identify more.

Evaluators will need to conduct fieldwork to ensure that appropriate data is generated to enable the testing of ToC causal links, understand any relevant underlying mechanisms, and also to obtain estimates for the levels of scheme indicators and secondary benefits (both quantitative and non-quantitative). The below is a rough estimate and is not prescriptive, but gives an approximate scale of fieldwork:

- 15 in-depth qualitative interviews with deployment project beneficiaries in the operational stage of delivery [attempted census]
- 5 in-depth qualitative interviews with unsuccessful scheme applicants
- 10 in-depth qualitative interviews with attendees of IETF-organised knowledge-sharing events
- 5 in-depth qualitative interviews with IETF delivery/policy team
- 5 in-depth quantitative interviews with studies [to understand additionality and increase in pipeline of projects]
- 1 quantitative survey with successful AND unsuccessful deployment applicants [to understand views on risks and costs and additionality, and understand the extent to which any themes identified in the qualitative research are prevalent in the population]
- Literature review of ~15 case studies produced by completed projects

The fieldwork proposed above is indicative – your tender should make clear your proposed types and quanta of research effort committed, based on your likely method/scoping approach. We recognise that some re-allocation of resource across different elements of fieldwork may be required based on the outputs of Workstream B.1 and as part of ongoing regular project/contract management discussions we encourage an open dialogue once this stage is complete, though any changes would ultimately be at our discretion. Kindly note that the budget for the interim impact evaluation will not be increased beyond the agreed price of the winning tender in this procurement.

## Fieldwork Constraints

There are several factors that make fieldwork with prospective respondents to this research challenging. These include relatively high levels of non-response to voluntary fieldwork among industry, reliance on one central-point-of-contact (usually a project manager) who can suffer interview fatigue and who often lacks detailed technical or business decision-making knowledge, and sometimes a perception of relatively low priority of evaluation relative to other Government information demands (especially grant payment/financials). These are not new challenges to evaluators – but they are especially pronounced for fieldwork with ‘industry’. Mitigation of this risk should include minimising, through careful and creative impact scoping, the extent to which voluntary interviews are relied on to produce key impact evaluation evidence and optimising their design where they are required to ensure maximum engagement. Creative solutions are welcomed.

DESNZ has capacity to send additional voluntary surveys and/or collect additional monitoring data throughout the project lifecycle (though legal powers to compel projects to provide responses beyond the existing benefits realisation framework are very limited). Any additional fieldwork that may be needed will need to be on voluntary terms. This means the proportionality of any demands must be balanced against respondent burden and self-selection biases must be considered. Where possible, during scoping, any additional data collection required for the evaluation should be built into routine monitoring processes already in place (e.g. M&V data, 6-monthly operational monitoring survey) - noting that there is no legal compulsion on applicants to provide more data than already agreed in their contracts, and in-depth interviews outside of this those to be delivered under this contract (or the final 2033 evaluation) should be avoided due to lack of trained resource available to deliver.

## Available Data

DESNZ has several datasets which can be made available towards the process and impact evaluations:

- M&V plans and all associated M&V data (see Annex E) as well as survey responses arising from the M&V data collection process. Up-to-date M&V data and survey responses will be made available by each live project on a six-monthly basis.
- Participant applications including Project Benefit Calculators, which estimate the project’s future benefits and their associated risk and additionality scores.
- Contact details (telephone numbers and email addresses) for all participants that completed an application, both project leads and project partners.
- Current status of all successful projects including delivery updates.
- Post-application Microsoft Forms survey responses from participants that have completed the application stage – this data will be mostly qualitative.
- IETF team’s Market Intelligence Team database, which includes a list of attendees of IETF advertising campaigns and knowledge-sharing events as well as any participant feedback.
- IETF enquiries database, which includes large volumes of emails from interested parties; the scale of this database lends itself to text-mining exercises rather than manual data analysis.

While we have contact details for some potentially eligible non-applicants, we have historically struggled to solicit these projects to participate in research. However, we are enthusiastic for ideas from tenderers about strategies for soliciting data from non-applicants or the wider market (for both process and impact evaluations)

### Working Arrangements: DESNZ Analysts as a Partner in Research

Bidders should assume that engagement with DESNZ will include weekly project management telephone/video calls, weekly progress update reports (bullets), steering group meetings (quarterly or monthly, dependent on the level of activity). The overwhelming majority of contact would be via MS Teams. Very occasional face-to-face meetings may be required to design and deliver the chosen methods (you should note that we are a geographically dispersed team). Throughout the research, all final data collection instruments, analytical approaches (including key assumptions) and outputs are subject to DESNZ review and QA procedures.

DESNZ requires the bidder to provide an up-to-date risk register during the initial stages of the contract using the DESNZ risk register template. DESNZ expects the risk register to be fully updated with RAG-rated risks and issues throughout the project delivery, with appropriate actions being taken to mitigate any identified risks and issues. The risk register must be made available for DESNZ to access and will be formally reviewed at each payment milestone review period (see below).

DESNZ expects that bidders will establish suitable internal working arrangements and channels of communication. The research will involve multiple work-strands, which while distinct, may become interdependent. It is important that people assigned to different tasks regularly communicate, feedback, and understand what else is happening within the programme. It will be the responsibility of the bidder's project manager to ensure that this occurs.

DESNZ analysts are managed through professional channels independently from policy teams. DESNZ analysts should therefore be treated as part of the evaluation "research team" with respect to data sharing and will expect unredacted access to the interview transcripts and/or any other raw evidential data (in both process evaluation and other evaluations). This is to ensure that DESNZ analysts can ensure the quality of analytical evaluation work. DESNZ analysts also expect access – as observer, not participant – to the evidential sifting process/coding frames/synthesis conducted when analysis is undertaken. Your privacy notices/interview scripts must be designed to enable this.

DESNZ expects that the supplier will establish an appropriately secure and convenient method of sharing and transferring data between parties. It is the supplier's responsibility to ensure that the method of data transfer is sufficiently functional and serves its purpose effectively as well as ensuring that it meets research ethics standards.

To maintain research ethics, an "ethical wall/information barrier" arrangement will be enacted to ensure that sensitive information (such as the identities of research participants) does not seep to policy or delivery officials. DESNZ analysts are content to sign NDAs if required.

Please note that our intention is to publish the final deliverables received under this contract and therefore these should be appropriately anonymised.

Similarly, DESNZ will endeavour to provide as free and open access as is possible – within commercial and legal constraints – to any and all relevant data that may be necessary to conduct this evaluations to contractors; this may require a data sharing agreement. You will be required to manage any commercial conflicts of interests which may arise - please detail how you intend to do so in your tender.

<b>If applicable:</b>		<b>Insert numbers:</b>
<b>Total number of Participants (experimental design)</b>		<b>NA - this is not an experimental design</b>
<b>Total number of Interviews (survey)</b>		<b>Approx 3-4</b>
<b>Total number of Interviews (qualitative)</b>		<b>Approx 90 (or 75 if focus groups/workshops)</b>
<b>Total number of Focus Groups</b>		<b>0 (or 3-5 if focus groups/workshops)</b>
<b>Total number of Case Studies</b>		<b>0</b>
<b>Any other specific requirements</b>	Lit review/review of a selection of case studies generated from IETF projects	

#### 4 Deliverables

Throughout the project, we expect the contractor to provide regular meeting updates on the progress and development of each of the three workstreams including any updates on emerging findings as detailed under 'Working Arrangements'. These meetings should include a frank discussion on the progress of the project and will be used by DESNZ to address any performance concerns.

At the outset contractors should identify the potential for any synergies across 'Workstream A' and 'Workstream B', including identifying any process evaluation fieldwork that could benefit/collect data relevant to either the impact scoping workstream or the interim impact evaluation report. Any relevant questions/data collection should be incorporated into the fieldwork.

The contract end date is end of September 2025 to ensure adequate contingency; however packages of deliverables are due for delivery no later than deadlines as detailed under 'Milestones', except by agreement with DESNZ. Earlier delivery may be acceptable, if appropriate, and all deliverables are subject to sign-offs and satisfactory peer review.

##### Workstream A: Process Evaluation

As part of the process evaluation, we expect several sub-deliverables which will require DESNZ sign-off (including those required to carry out fieldwork and appropriate analysis of fieldwork data) as well as draft and final reports to a publishable quality. The deliverables we expect to receive from you include:

- i. A clear timetable/plan for the process evaluation approach
- ii. Survey templates
- iii. In-depth interview questions/scripts (we would expect most or all of these to be conducted as telephone or video interviews)
- iv. Completed datasets from fieldwork including transcripts (provided anonymity can be upheld), coding frames, and coded data
- v. Analytically robust documentation of research findings and methodology annex

- vi. Drafts process evaluation report including preliminary results of testing the ToC with process evidence.
- vii. Final process evaluation report, with separate recommendations annex (for internal use or publication at DESNZ's discretion)
- viii. A final presentation outlining evaluation findings

DESNZ researchers expect to be an active partner to the evaluation research and as such research materials and reports will be subject to DESNZ sign-off to ensure appropriate quality and focus on our research objectives. You should expect to share unredacted data/transcripts etc. with the DESNZ research team and, where this is not evident in the report, to discuss the evidence behind evaluation judgements made.

#### Workstream B.1: Impact Scoping/Planning

Detailed deliverables required from this workstream are below:

- i. A fully developed evaluation methodology, which details and justifies:
  - o An overall methodological evaluation framework for IETF. A theory-based approach to impact evaluation is required, expected to be based on process tracing/contribution analysis and centred around Theory of Change validation.
  - o A specification of an approach/framework (and provision of any associated tools to be used) to categorise, analyse and evaluate the strength of evidence collected in the evaluation ("evidential value") with respect to validating (or invalidating) causal claims. This should ensure that the processes of evidence analysis and judgements around the Theory of Change are systematic, repeatable, and transparent. It should manage data quality issues, specifically address the relative strengths of evidence, and minimise biases. The approach to evidence judgement/synthesis should be compatible with the framework (and demonstrated in the Process Evaluation). Relevant methodological justification from academic and/or practitioner sources should be cited with explanation of why it is suitable to the IETF evaluation (e.g., process tracing, contribution analysis, Bayesian updating, realist synthesis). You are encouraged to consider the arguments detailed here (and in other relevant work).
- ii. Revisions to the existing IETF monitoring and evaluation plan (including detail on specific evidence collection, including that needed to test the Theory of Change). The end product should be a comprehensive, practical and user-friendly stand-alone plan covering the entire IETF evaluation period (including 2024/25 interim and 2033's final impact evaluation). DESNZ's M&E team have already completed some of this work through making an initial draft plan (Annex D), refreshing the ToC diagram (Annex B) and designing the ToC supplement (Annex C). Evaluators will be expected to review and complete the ToC supplement where necessary as it serves as the central component to the M&E plan. Evaluators must ensure that the M&E plan includes the practical steps by which core evaluation concepts (such as causality, additionality, and wider qualitative/strategic/system benefits) will be evidenced and evaluated. The produced M&E plan should detail:
  - o The evidence collection needed to test (i.e. attempt to validate and/or invalidate) each element, and each causal link between each element, in

- the IETF Theory of Change and how, when and through what source/mechanism that evidence should be collected.
- Any additional evidence collection needed to evaluate wider/strategic benefits (such as knowledge transfer etc), or to answer the evaluation themes and sub-questions (see above), especially any that are required in addition to that specified above for Theory of Change verification.
  - How, if not addressed in the process evaluation, the interim impact report will evaluate the effectiveness and experience of the 'monitoring' process.
- iii. A full timetable of activities, actions, and owners for evidence collection through to the end of the final impact evaluation in 2033.
- iv. Developed evidence collection and/or processing tools to be used through to the end of the evaluation in 2033 where feasible, reflecting the evidence collection plan detailed above, including:
- Any fieldwork instruments (e.g., questionnaires, interview scripts, specific questions etc.) that are needed to test the ToC and achieve our research questions e.g., with key areas of focus required for the questionnaires/interviews specified to minimise biases, and a detailed specification of samples (samples to be provided if not available via IETF Management Information/MI). Additionally, current survey questionnaires in use for the IETF (e.g. post-application, 6-monthly monitoring) should be reviewed and, if required, revised.
  - Any non-fieldwork-based instruments (e.g. literature review, web scraping), as fully-specified as work packages including selection criteria/key words/sources
  - For analysis of monitoring data or statistics (e.g., IETF MI, M&V metrics, official/industry statistics) any necessary code to process it is to be provided, including any statistical factors/adjustments/equations/regressions if applicable.
- v. Any ex-ante values for variables where ex-post values will be compared against them in order to infer impact in either the interim or final impact reports must be provided as part of the impact scoping report You should carefully consider potential synergies in using fieldwork for the process evaluation to collect baseline data from applicants and beneficiaries, as baselining must be proportionate.
- vi. An initial assessment – using your framework developed above – of the current evidential strength of the causal claims outlined in the Theory of Change (based on the previous process evaluation, the final process evaluation in 'workstream B', and any other current or readily available evidence and/or evidence). This should be reflected in a prioritised evaluation plan for the interim impact evaluation, so that research effort is skewed towards the highest priority areas. This means applying extra scrutiny to the most causally important (and/or currently least well-evidenced/credible claims). However, revising or reworking the ToC is explicitly out of scope of 'impact scoping'. The current ToC model has been extensively revised and debated internally and we have taken the strategic decision to 'lock' this iteration until tested by evidence (in the Workstream A and B.2) to ensure proportionate use of resources.
- vii. A final presentation outlining the impact evaluation methodology, plan and tools.

## Workstream B.2: Interim Impact Evaluation

Required deliverables for the interim impact evaluation are listed below.

- i. The deliverables and outputs from Workstream B.1 should enable the interim impact evaluation to be conducted without any additional planning. We expect Workstream B.1 to result in a comprehensive delivery plan for Workstream B.2 including a detailed timetable and all relevant research materials necessary to conduct fieldwork. We would expect our evaluators to provide an updated delivery plan for DESNZ sign-off if, during the delivery of the interim impact evaluation, there are any material changes to the IETF such as scheme timings or structure that impact the delivery plan established in Workstream B.1.
- ii. Current values for each of our primary benefits, secondary benefits and indicators following the interim impact evaluation (i.e. complete Column R of the ToC supplement in Annex C). In some cases, a current value may not be possible, in which case this should be clearly noted along with the reasons why the value couldn't be obtained.
- iii. An interim draft report covering emerging findings around our impact evaluation research questions. The draft report should be focused on the impact research questions marked as a priority. See 'Aims and Objectives' section.
- iv. We expect our evaluators to review the ToC at the end of the interim impact evaluation, using the evidence and research findings collected throughout the evaluation project. The review should establish the degree of confidence in each causal claim that can be made on the basis of evidence to date, and if there is a more realistic or plausible causal pathway which has emerged from the evidence by which the scheme's impacts will be delivered. Any changes that are proposed by our evaluators should be incorporated into a new version of the ToC, subject to the agreement of DESNZ.
- v. A final draft report covering:
  - o Evidence-based responses to the impact evaluation research questions listed in the 'Aims and Objectives' section. We do not expect conclusive answers to all impact research questions at this stage of IETF given that the scheme is still live. However, we expect evaluators to collect and analyse evidence towards each of our research questions to provide an interim summary of the scheme's overall impact.
  - o A clear and comprehensive summary of the level of primary quantitative benefits that have been realised from the scheme to date and analysis showing differences across variables of interest (project type, technology etc). We also expect evaluators to provide a summary of quantitative metrics/indicators highlighted in the ToC supplement (Annex C), such as the total grant amount spent, the scale of project delays, project drop-out rates etc. Data should be tabulated as well as presented in data visualisations that are accessible to a non-analytical audience. The analytical methodology used to produce any figures must be outlined clearly in the report and all caveats and assumptions associated with the corresponding analysis must be included.
  - o For each secondary IETF benefit, the extent to which it has been realised, on what evidence and the strength of the evidence, that this conclusion was based upon. The report should also outline any evidence-gaps around secondary

benefits, making clear the additional evidence required to test for benefit realisation and when it is expected to be available for collection.

- Exactly how the evaluation methodology scoped in Workstream B.1 has been applied to the ToC to begin grounding the observed scheme impacts in a causal framework. The report should demonstrate what evidence has been collected to begin verifying/validating each ToC causal link, the strength of the evidence used and the results from applying the gathered evidence to the judgement-framework to be designed in Workstream B.1. Diagrams should be included to support the research findings where appropriate.
- vi. We expect a final presentation outlining the key evaluation findings to be presented to DESNZ IETF stakeholders.

DESNZ researchers expect to be an active partner to the evaluation research and as such research materials will be subject to DESNZ sign-off to ensure appropriate quality and focus on our research objectives. You should expect to share unredacted data/transcripts etc. with the DESNZ research team and to discuss the evidence behind evaluation judgements made where this is not obvious from the report itself.

#### Milestones and Payment Schedule

We identify below seven milestones for packages of deliverables – split across the workstreams. Activity under the contract should be structured to ensure that no chargeable work for future milestones proceeds until the prior milestone has been approved.

Factors which DESNZ may consider at each milestone review include the timeliness and quality of deliverables, but also wider policy or operational considerations. The performance of the successful tenderer will be reviewed by DESNZ's monitoring and evaluation team at each of the milestone review points, based on a review of the contractor's workstream plan, timings, budget spend and deliverables – more details on the milestone deliverables and the performance monitoring process have been provided below.

We expect deliverables to be provided to DESNZ as and when they are completed and shareable, whether that be during or at the end of a milestone period. DESNZ would expect to make payment only at the specified milestone review points. Payment is contingent upon DESNZ sign-off of final versions of relevant deliverables, following comment cycles and satisfactory peer review, not receipt of deliverables. Quality criteria for acceptance of deliverables includes (1) adherence to the Magenta Book and Green Book, and (2) satisfactory peer review. The time sign-off processes take varies – especially based on the quality of the work – but please be advised that 1-2 months for comment cycles to achieve a final version, and 6-8 weeks for peer review following a final version, is not uncommon. Therefore bidders should anticipate and plan for a lag between the milestone deadlines detailed below - which are for receipt by DESNZ of deliverables - and subsequent release of payment.

#### Performance Monitoring and Performance Review

The Supplier shall provide the Buyer with performance monitoring reports in accordance with the timescales agreed in the 'Milestones and Payment Schedule' section of this document,

which shall contain, as a minimum, the following information in respect of the relevant milestone period just ended:

- For each package of deliverables (outlined above), the actual performance achieved over the package for the relevant milestone period
- A summary of all failures to achieve the package of deliverables that occurred during that milestone period
- Details of any critical failures relating to the package of deliverables
- for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence
- Any other details that DESNZ may reasonably require from time to time.

The contractors shall attend meetings with DESNZ to discuss performance monitoring reports following the end of each milestone period. The performance review meetings will be the forum for the review of the performance monitoring reports by the contractor and DESNZ. The performance review meetings shall:

- Take place within 1 week of the performance monitoring reports being issued by the contractor at such location and time (within normal business hours) as the Buyer shall reasonably require, which may include videoconference or in-person.
- Be attended by the contractor's representative and DESNZ's representative.
- Be fully minuted by the contractor and the minutes will be circulated by the contractor to all attendees at the relevant meeting and also to DESNZ's representative and any other recipients agreed at the relevant meeting.
- The minutes of the preceding performance review meeting will be agreed (subject to any necessary revisions) in writing by both the contractor's representative and DESNZ's representative at each meeting.
- The contractor shall provide to DESNZ such documentation as DESNZ may reasonably require in order to verify the level of the performance by the contractor for any specified milestone period.

#### Quality Expectations for Analysis, Reports and Deliverables

All evaluation research (in theory and in practice) must comply with the Magenta Book best practice - your tender should demonstrate how this will be assured (for both process and impact scoping) and reports should include detailed methodological annexes.

All report deliverables (especially the process evaluation and the interim impact evaluation, but also the outputs from scoping) should be provided to publishable report quality. Please be advised that it is typical for reports to undergo around three internal comment cycles before publication, and then a centrally-mandated external academic peer-review process, which will assess the quality and analytical robustness of the research. Reports are expected to include a fair assessment of the methodology and research practices used, data quality, and any biases or other limitations to the research, the overall strength of evidence behind judgements and the extent to which any issues have been mitigated as the Peer Reviews will utilise this. Contractors are expected to address all comments resulting from the peer-review process as part of sign-off for the relevant deliverables. You should budget and plan staffing accordingly. It is imperative that even first drafts are of good quality, to minimise the burden of this process and potential for adverse peer review.

DESNZ guidelines for publication are for 50 page reports, with annexes used to cover any additional levels of detail which risk detracting from the 'flow' of the main report. All research reports should include a short (3 page) quality assurance summary aimed at clearly presenting: research questions; methodologies; results; and, lessons learned. This is not an "executive summary", rather an extended abstract for research-literate audiences. For

evaluation reports an attempt should be made to indicate the economic impact of the policy or programme (linked to initial DESNZ Business Case cost-benefit estimates).

Supplementary products (e.g. research tools/surveys/in-depth interview scripts, spreadsheets, models or code) should be provided as separately from main reports, such as a separate annex, or in a reasonable open-source file format. This should also be to publishable quality, albeit noting these are operational tools.

There is a strict requirement that all written documents in this project must meet DESNZ publication standards. Reports must adhere to the latest relevant government style guide, be in plain English, and be accessible to an informed (but non-technical) member of the public. A style guides should be requested by you and will be provided by DESNZ prior to the start of the drafting process for each report. For an indication of expectations, see this document, noting that guidance may change over time. Deliverables which are unclear or not in line with guidance will be rejected and returned for correction.

## Departmental / Government Strategic Objectives

### SUMMARY CAUSAL NARRATIVE:

The IETF objectives are to:

- 1) Reduce industrial energy demand so that less energy is used to perform the same tasks or produce the same results,
- 2) Reduce industrial emissions supporting the delivery of carbon budgets 5 and 6, and
- 3) Build and de-risk the market for decarbonisation technologies through supporting investment by early movers.

- Supporting industry to identify a pipeline of future projects by co-funding feasibility and engineering studies;
- Improving the energy efficiency of industrial processes by bringing the payback of projects within an investable range for companies;
- Incentivising early movers by making the low-carbon investment financially more attractive than the carbon-intensive option;
- Demonstrating the viability of a range of transformational technologies that can be replicated across UK industry and generating new industry and government knowledge of the costs, risks and benefits of these technologies.

### SEE MORE:

For the full set of assumptions behind every ToC element, the fully detailed causal narrative/causal pathways, the categorisation of elements into benefits and indicators, and associated data collection plans, see the Supplement to the Theory of Change

### KEY:

**Bold Boxes** are Primary Benefits  
**Dashed Boxes** are Secondary Benefits  
 Other Boxes are Indicators

**Bold arrows** are essential parts of the causal narrative  
 Dashed arrows generally relate to secondary benefits which are unimportant to the causal narrative.

**Green arrows** are parts of the causal narrative which are thought to be 'high confidence' or 'highly likely'.  
**Amber arrows** are parts of the causal narrative where there is 'moderate uncertainty' or limited evidence.  
**Red arrows** are parts of the causal narrative for which there is a 'high risk' or no/weak evidence.

### ARROW LOGIC:

Arrows illustrate the causal narrative/causal pathways. They show which elements of the ToC are causally dependent on which other elements.

Where two arrows join **before** hitting a box the box is dependent on BOTH prior boxes (joined arrows signify AND)

Where two arrows separately hit a box **without joining** beforehand, the box can be reached through EITHER route (separate arrows signify OR)

## End Benefits or Impacts

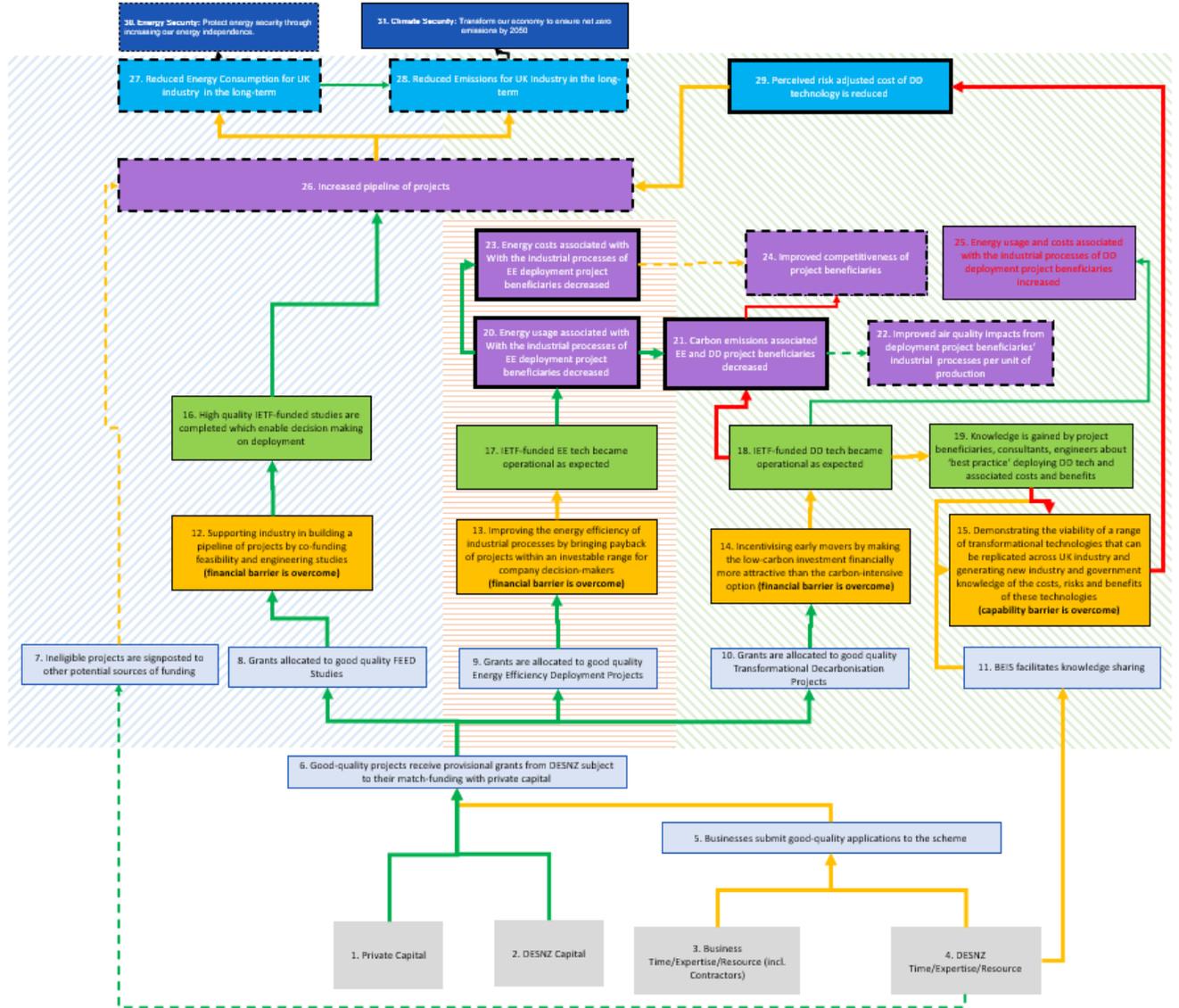
## Intermediate Benefits or Outcomes

## Main Tangible Output(s) or Behaviour Change

## Barriers Overcome, Capabilities Achieved

## Activities and Outputs

## Inputs



### **IETF Phase 3 – Monitoring & Evaluation and Benefits Management Combined Annex**

This M&E plan details how DESNZ intends to monitor the IETF and its benefits and evaluate its overall impact. **This plan applies to the M&E of Phases 1, 2 and 3 of IETF and replaces all prior IETF M&E plans.**

Our benefits management approach specifies the benefits we intend to observe, our monitoring approach details how these benefits – and other indicators – will be enumerated (quantitative benefits) or evidenced (qualitative benefits). The evaluation will determine the extent to which any observed effects can be causally attributed to the scheme. The evaluation programme will follow a theory-based approach, centred around the validation/verification (or otherwise) of the IETF’s Theory of Change (ToC) (which describes the benefits of the IETF and the causal pathways by which the scheme intends to realise them). **Section 2 outlines the current version of the ToC and its role in the chosen approach.**

The evaluation approach is mixed-methods, under an overarching theory-based framework. Testing of the Theory of Change will be the central activity of commissioned evaluation reports, as this process will build a body of evidence to support the degree to which causality of impact may be inferred with regards to the quantified benefits. **Data and evidence collection plans specifying the metrics/indicators to be used to evaluate the Theory of Change [REDACTED] are specified in our Supplement to the Theory of Change [REDACTED] which also acts as our Benefits Realisation Plan for those metrics which represent the ‘core scheme benefits’.**

The core scheme benefits (**detailed in Section 3**) will be quantified using monitored fuel meter consumption data collected by a “M&V process”, which is a form of ‘before-after’ method with adjustment for confounding variables. **Section 4 outlines the methodology used to quantify the scheme’s core benefits.**

These core benefits, calculated quasi-experimentally, sit within the broader overarching theory-based evaluation framework, which incorporates the quantified findings into the final impact evaluation alongside the wider evidence on the other benefits and causal pathways. The majority of the other elements of the Theory of Change rely on the use of qualitative research methods. **Section 5 details how the theory-based framework will be used across the scheme’s process and impact evaluations.**

**For details on proposed timings and M&E governance, see Sections 6 and 7, respectively.**

## **1. Introduction**

### **1.1. Importance of Evaluation**

Evaluation is the tool by which the design, implementation and outcomes of an intervention can be systematically assessed. It enables understanding of how an intervention is being, or has been, implemented and what effects it has, for whom and why. It identifies what can be improved and estimates its overall impacts and cost-effectiveness.

The two main purposes for carrying out this evaluation are:

- 1) Learning
  - To help manage risk and uncertainty (of the intervention and its implementation).
  - To improve current interventions by providing the evidence to make better decisions (and feed into performance-management and benefits-realisation work).

- **(Most relevant for IETF)** To gain a general understanding of what works, for whom and when, and generate examples for future policymaking.
- [REDACTED] or [REDACTED] to develop evidence to inform future interventions.

## 2) Accountability

- Government departments are accountable for spend (via the Accounting Officer) and should be transparent (to the public and other stakeholders).
- Evidence of effectiveness may be needed for future Spending Reviews
- In case of scrutiny and challenge from public accountability bodies.

### 1.2. IETF Strategic Objectives

The IETF objectives are to:

1. Reduce industrial energy demand so that less energy is used to perform the same tasks or produce the same results,
2. Reduce industrial emissions supporting the delivery of carbon budgets 5 and 6, and
3. Build and de-risk the market for decarbonisation technologies through supporting investment by early movers.

By 2035, IETF funding will be delivering on these objectives by:

- Supporting industry to identify a pipeline of future projects by co-funding feasibility and engineering studies.
- Improving the energy efficiency of industrial processes by bringing the payback of projects within an investable range for companies.
- Incentivising early movers by making the low-carbon investment financially more attractive than the carbon-intensive option.
- Demonstrating the viability of a range of transformational technologies that can be replicated across UK industry and generating new industry and government knowledge of the costs, risks and benefits of these technologies.

### 1.3. Evaluation to Date

The IETF was previously structured into two Phases, further broken down into competition “windows”. Phase 1 (c.£70m) was comprised of two competition windows (Summer 2020 and Spring 2021) with two separate competition strands available for businesses to apply to for grant funding:

- Feasibility/Engineering studies
- Energy Efficiency (EE) technology deployments

Department for Energy Security & Net Zero (formerly Department for Business, Energy & Industrial Strategy) has previously procured evaluation work covering the IETF when the policy was in very

early stages of design and delivery. An Interim Process Evaluation Report (published on GOV.UK<sup>1</sup>) was produced which covered programme design, pre-application, application, and assessment for the first window of Phase 1 of the scheme. As part of the interim process evaluation commission, Department for Energy Security & Net Zero also procured external contractors to develop a Benefits Realisation approach, which included: identification of the core, direct and indirect benefits of the scheme as well as any expected disbenefits; a benefits mapping exercise outlining the relationship between scheme benefits; the development of an initial Theory of Change (see Annex A of this document); and forecasted benefits success metrics which were quantified where possible. Department for Energy Security & Net Zero has internally reviewed and refreshed the Benefits Realisation plan as the scheme has progressed which has included a significant update to the Theory of Change. Details on the refreshed Theory of Change can be found in Section 2.

Since the initial process evaluation was published, various aspects of the delivery process for subsequent scheme phases and windows have changed, partly informed by findings from the process evaluation as well as internally led ‘lessons learned’ reviews (see [REDACTED]). Phase 2 of the scheme introduced a third competition strand available for businesses to apply to – Deep Decarbonisation (DD) Deployment Projects. Phase 2 (c.£220m) was comprised of four competition windows spread out from 2022 to 2023. The delivery and design of the IETF has evolved across windows and Phases. For Phase 1, all pre-application activities and most post application activities were delivered through Innovate UK. The delivery model was reviewed for Phase 2, where it was decided that a mixture of in-house and external delivery expertise would be most appropriate for delivery of the larger budget and scope of the scheme. This “mixed make and buy” model is delivered predominantly through in-house resource with specialist engineering and comms functions contracted out. Given the scope and timing of the interim process evaluation, changes to the scheme’s design and delivery beyond the first window of Phase 1 have not yet been covered by a formal evaluation report.

M&E analysts have designed a database to log benefits data as it becomes available – aggregated outputs from the database have been regularly reported to the Working Group following each assessment window milestone. See section 4.2 for more detail.

## 2. IETF Theory of Change and Supplement to the Theory of Change

The initial version of the IETF Theory of Change (see Annex B of this document) was produced by procured researchers during the planning stages of the scheme’s benefits realisation strategy. Version 1 of the ToC provided a high-level summary of the proposed inputs, outputs, outcomes and impacts of the IETF; this served the purpose of providing policy officials with a visual communication tool highlighting the near- and long-term expected consequences of the scheme as well as some key assumptions being made in the policy’s delivery model.

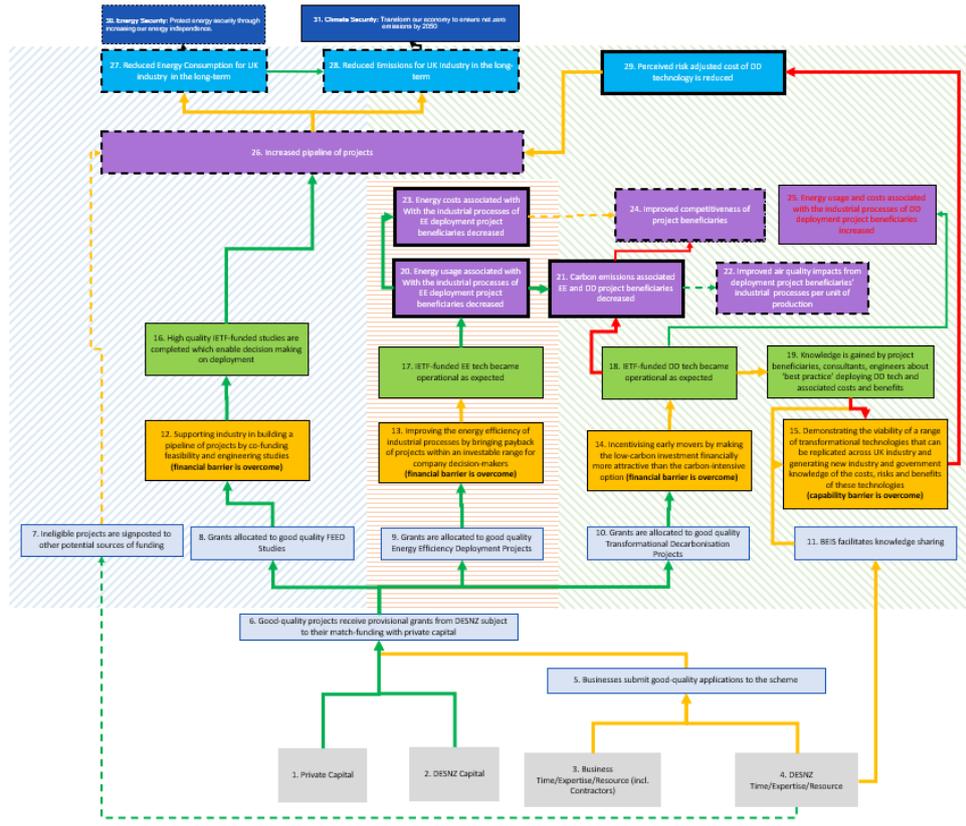
Whilst this version of the ToC was useful in enabling identification of key metrics to be included within the scheme’s monitoring programme, it was not sufficient as an evaluation research tool, due mostly to its lack of a detailed or explicit causal narrative. In order for a Theory of Change to be used effectively in an evaluation (particularly for theory-based evaluations such as this programme’s), it is imperative that the causal pathways and dependencies between events in the policy’s lifecycle are

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<sup>1</sup> <https://www.gov.uk/government/publications/industrial-energy-transformation-fund-ietf-phase-1-first-stage-process-evaluation>

explicitly outlined. Doing so ensures that the policy can be grounded in a causal and logical framework, which then serves as the theory or hypothesis to be tested during the evaluation process, testing not just **what** impact has occurred, but **how** and **why** it occurred.

The IETF’s in-house M&E team has since updated the ToC (see Annex A of this document) so that it now provides a greater focus on the causal mechanisms underpinning the intervention’s delivery and objectives; it also explicitly outlines a causal narrative explaining how and why the IETF is expected to deliver its objectives from its starting inputs and activities. The IETF evaluation package will follow a predominately theory-based approach, using contribution analysis techniques to test the level of impact that can be attributed to the IETF policy intervention – version 3 of the ToC has been suitably revised to provide a framework upon which to conduct this theory-based evaluation.



**Most recent version of the IETF Theory of Change**

See [redacted] for the refreshed and up-to-date version of the scheme’s ToC diagram, which visually represents the interaction and interrelation between each of the intervention’s inputs/ activities/ outputs/ outcomes/ impacts. The supplement to the Theory of Change [redacted] provides a key for the logic model, explicitly outlining how different boxes in the ToC are causally connected in the form of ‘X causes Y because Z’. The revised ToC now aligns with DESNZ’s Theory of Change best practice guidance.

The primary research activity of the programme’s evaluation will be the testing of the ToC arrows, which will require the gathering of data relevant to each arrow to come to evidence-based conclusions on the level of confidence that the hypothesised mechanisms have been realised (see Section 5 for more details on the evaluation approach). The supplement to the Theory of Change [redacted] also outlines, for each arrow, what evidence is likely to be required to test the

causal link and how, when and from what data source the relevant evidence will need to be gathered.

### 3. IETF Benefits

#### 3.1. IETF Primary Benefits

The IETF has three primary benefits which arise directly *from deployment projects*. These are monitored using operational monitoring data (meters) provided by beneficiaries:

- Reduction in the carbon intensity associated with the industrial processes of scheme beneficiaries (Box 21 in the ToC). [separate thresholds apply to EE & DD]
- Reduction in the energy intensity associated with the industrial processes of scheme beneficiaries (Box 20 in the ToC). [EE only]
- Reduction in the energy costs associated with the industrial processes of scheme beneficiaries (Box 23 in the ToC). [EE only]

These benefits are unchanged from Phase 2, however, the quantum of tolerances for each benefit, and the segmentation of benefits into those which apply to EE and DD projects have been refined based on learnings from Phase 2.<sup>2</sup>

As part of our evaluation, we will also look for evidence *in the wider market* arising from DD projects:

- Reduction in the perceived risk-adjusted costs of DD technologies (Box 29 in the ToC).

Due to the infeasibility of continuously *monitoring* changes in perceived risk-adjusted costs of DD technologies, this benefit will be evaluated via evaluation fieldwork, rather than monitored. However, in the interim qualitative data will be collected via a series of regular surveys submitted by scheme participants – to supplement more detailed research in the impact evaluations.

The full projections for the IETF's primary benefits can be found in [REDACTED] for both central estimates and tolerance thresholds.

For details around the modelling of the central estimates and tolerance thresholds of the core benefits, see [REDACTED]

For details around the governance process associated with tolerance thresholds of the core benefits, see [REDACTED]

#### 3.2. IETF Secondary Benefits

<sup>2</sup> For IETF Phases 1 & 2, both energy savings and fuel bill savings were included as primary benefits for DD deployment projects; they have since been dropped as primary benefits of the DD strand due to revisions to the strategic objectives of the scheme and ambiguities about the nature (polarity) of these benefits for fuel-switching projects. Energy savings and fuel bill savings data will still be collected for DD projects for the purposes of cost-benefit analyses; however, they will not be monitored or reported on as success metrics of the scheme. The tolerance values for DD have also been revised based on the new FBC model.

The scheme is expected to generate several secondary benefits as illustrated by the Theory of Change (see [REDACTED] and [REDACTED]). Secondary benefits of the scheme are benefits that may occur due to the IETF but are not classified as success metrics of the scheme – therefore, they are not included in the IETF’s monitoring programme, but data relevant to these benefits will be gathered where possible, likely through qualitative surveys and interviews conducted by external evaluators. The extent to which these benefits have been realised as a result of the IETF will be addressed where possible in the impact evaluations using data collected via qualitative research methods and a theory-based evaluation methodology (see Section 5.4), potentially through inference and use of proxies or other more indirect indicators.

The IETF secondary benefits that have been identified are:

- Improved air quality impacts from deployment project beneficiaries’ industrial processes per unit of production (*Box 22 in the ToC*)
- Improved competitiveness of project beneficiaries (*Box 24 in the ToC*)
- Increased pipeline of projects (*Box 26 in the ToC*)
- Reduced energy consumption for UK industry in the long-term (*Box 27 in the ToC*)
- Reduced emissions for UK industry in the long-term (*Box 28 in the ToC*)

### **3.3. Leading Indicator – Appraised Project Benefit Estimates at Application**

The IETF application process requires applicants to complete and submit a Project Benefit Calculator (PBC), with user-input data on estimated annual fuel changes per fuel (in MWh) brought about by the deployment of the technology (and for some DD projects, any estimated annual direct emissions changes in tCO<sub>2</sub>e).

Primarily, the PBC outputs are used in the economic appraisal of projects during the assessment stages of the scheme, however, the PBC inputs also provide an indicative benchmark of the project’s expected core quantitative benefits over its lifetime. Whilst the application data contained within the PBCs is not monitored data, it provides the M&E team with an estimate of expected benefits several months before a project’s initial monitoring period begins.

There have been multiple PBC versions across different scheme windows, with several changes to the benefits calculation methodology including to the underlying assumptions around emissions factors and retail fuel prices. Downwards adjustment factors such as project risk and additionality are built into the PBC calculations on a per-project basis, using scores agreed by the scheme’s technical assessors. See [REDACTED] for more details on the assessment process.

### **3.4. Other Indicators**

The outstanding boxes in the ToC not specified as primary or secondary benefits are the scheme’s indicators. Indicators are not formal benefits or success metrics of the scheme. They are items of evidence that serve two main purposes.

- They are relevant to establishing the causal story outlined in the ToC. As part of our theory-based contribution analysis evaluation approach, we need evidence on the whole causal chain leading to the scheme’s final impacts. Testing whether, or to what degree, the observed impacts can be attributed to the scheme’s activity requires evidence that the earlier stages of the causal story (the indicators) have been realised. See Section 5.4 for

more details on how evidence relating to our indicators will be used in the evaluation approach.

- They indicate to us whether the scheme is likely to achieve its objectives. During the monitoring and evaluation of IETF, we will collect data on all ToC boxes and their corresponding causal arrows. However, evidence relating to some of our indicators will likely be available before primary and secondary benefit realisation evidence is gathered. Indicators help us identify if the scheme is delivering the activities that have been identified as critical in achieving the scheme's benefits.

See [REDACTED] for a full list of the scheme's indicators, including what evidence is required to test them and how and when the evidence will be gathered.

## 4. Monitoring

### 4.1. Monitoring Approach

Participants are required (with the support of DESNZ' technical contractors) to produce M&V Plans for their projects, which outline details of the data collection methods and calculations that will be applied during the monitoring period in order to provide evidence of the project's core benefits. The plans will contain:

- At least a basic block diagram clearly articulating the Process Envelope relevant to IETF.
- A description of a valid "counterfactual" case (that is, data for "what would have happened if not for the IETF intervention").
- A list of any factors outside of the process (aka "disturbance variables") which could materially alter the process or the calculated values for benefits delivered due to the IETF
- Detail how:
  - The operational data ("measurement variables") required to calculate the IETF's core benefits will be sourced in each six-monthly monitoring period
  - Which operational systems or meters will provide this data and what, if any, transformations are required (e.g., of units, or to adjust for non-IETF components)
  - For any "disturbance variables" (i.e., production quantity, and/or other non-IETF related factors which could materially affect the values of measurement variables), how the relevant data will be collected and how the counterfactual will be adjusted in each monitoring period to reflect the observed operating conditions
  - The agreed timeline of the six-monthly monitoring periods and when data will be delivered

Plans for projects in Phase 1.1 followed different guidance and some may not contain all of the above.

In order to calculate core benefits, most projects will need to identify data sources and/or methodologies to calculate the following 'measurement variables' within each monitoring period:

- fuel consumption, per fuel (in MWh) relevant to the IETF and within the process envelope
- the (ideally mean average) price per unit, in the monitoring period, for any relevant fuels

- the level of emissions (in tCO<sub>2</sub>e) which arise (or which would have arisen) from consuming one unit of fuel, per fuel, for any relevant fuels within the Process Envelope
- where relevant (only some projects) – if IETF results in changes to direct emissions (i.e., emissions savings not arising from the consumption of fuel – such as due to carbon capture or a change to chemical process), the amount of direct emissions (in tCO<sub>2</sub>e) in the process envelope

The core benefits for most projects can be calculated directly from change in the level of fuel consumption (split by fuel) in the Process Envelope compared to data for an (adjusted, if necessary) counterfactual case. M&V Plans will outline how this operational and counterfactual data will be sourced; the monitored values will be provided to BEIS at the end of each six-monthly monitoring period.

Additionally, some (typically deep decarbonisation) projects may result in changes to direct emissions (that is, a change in emissions not arising from the consumption of fuel). If this is the case, then data on the level of this change compared to the counterfactual case will also need to be collected and provided to BEIS at the end of each six-monthly monitoring period.

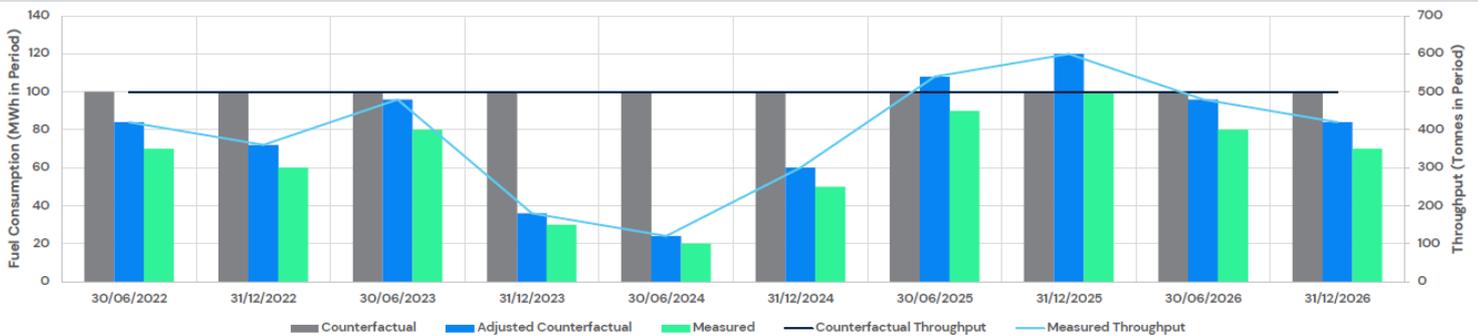


Diagram illustrating how the counterfactual is adjusted for changing disturbance variable values

#### 4.2. Reporting of Benefits

For Phases 1 & 2, the IETF M&E team have designed an Excel-based information management system to file, track and compare the benefits data from each of the three data sources available: monitored data, application data and business case estimates.

Methodology and some underlying assumptions differ across the three data sources; therefore, the database has been built to enable the user to apply different assumptions to different sets of data, for example, applying up-to-date retail fuel price assumptions to older PBC benefit estimates.

The storage capacity and functionality of the current monitoring database is under review and may be subject to change if technical requirements lead the team to do so, however, a similar monitoring data management system is envisaged for Phase 3 of the scheme.

#### 4.3. Data Sharing

IETF data is handled collaboratively by DESNZ, CGL (IETF’s delivery partner) and ICF (IETF’s technical contractors). The management and flow of data is illustrated by the diagram below.



## 5.2. Overall Evaluation Approach

Testing (that is, gathering and applying evidence to validate or otherwise) the Theory of Change is central to our evaluation philosophy. We expect all future evaluation reports to be centred around Theory of Change validation as a key activity; both process and impact evaluations should involve the conducting of research to at least:

1. Assess the size, scale and scope of inputs, activities, outputs, outcomes and impacts in our Theory of Change **and**
2. Validate/verify (or otherwise) the causal links in our Theory of Change.

The reasoning behind this evaluation approach is to assess not just **what** the impact or effect of the IETF intervention has been, but **why** and **how** it was achieved and to what degree of certainty we can *attribute* observed impacts to the intervention itself. The Theory of Change outlines what data gathering will be required to validate each causal link and when it will likely need to be collected. Each evaluation report will focus on data collection relating to different Theory of Change causal links, with the final impact evaluation drawing together the package of findings to come to informed, evidence-based conclusions on our four overarching research questions.

The overall evaluation package will follow a ‘mixed methods’ approach incorporating theory-based methods with a ‘before-after’ quasi-experimental method for the evaluation of our core quantitative benefits (see Section 4). The operational monitoring process and quasi-experimental aspect of the evaluation are fixed by this business case – we expect our independent evaluators to use a theory-based contribution analysis technique when evaluating the IETF.

## 5.3. Process Evaluation

A final IETF process evaluation is expected to be delivered during the lifetime of the programme (see Section 6 for more detail on timings) to supplement and build-on the early findings from the interim process evaluation (see Section 2.2 for details), and to gather evidence towards the interim and final IETF impact evaluations (see Section 5.4).

Annex C of this document outlines the sub-questions that sit beneath our main overarching research questions, which will come under the scope of the programme’s final process evaluation. The final process evaluation is expected to conclusively evaluate research questions categorised as ‘process’ and at least partially evaluate (i.e. deliver evidence towards) the research questions categorised as ‘both’. Validating/verifying (or otherwise) the ToC causal links associated with the process research questions will be the central activity of the final process evaluation report, the structure of which should be informed by the overarching research questions.

Process evaluation fieldwork will require primary data collection through in-depth interviews and surveys with key stakeholders including scheme applicants and beneficiaries, scheme assessors, project managers, IETF policy and delivery officials, wider industry (including trade bodies) and any other stakeholders likely to generate valuable data. The exact details of the required fieldwork will be assessed during the commission of the process evaluation, the scope of which will be left at least partially open to evaluators’ judgement.

The process evaluation should not be constrained to projects from any one specific window, and we expect fieldwork to ‘cut across’ Phases and Windows of the scheme. The exact scope of the final

process evaluation will be dependent on the timing of its commission, though consideration should be given so that the process evaluation is proportionate and focuses on areas where the most valuable learnings can be made, whilst ensuring accountability requirements are met.

#### **5.4. Impact Evaluation**

Two IETF impact evaluations are expected to be delivered to cover the full programme (see Section 6 for more details on timings):

1. An interim impact evaluation to be conducted during the lifetime of the scheme, focusing on IETF Phase 1 and Phase 2.
2. A final impact evaluation to be conducted following delivery of all operational monitoring data, which will include a value-for-money evaluation. All three IETF Phases are expected to be in scope.

Table Y outlines the sub-questions that sit beneath our main overarching research questions, which will come under the scope of the programme's impact evaluations. The interim impact evaluation should collect evidence towards and conclusively evaluate as many of the research questions categorised as 'impact' or 'both' as possible, though the delivery stage of the scheme at the point of commission will mean that some impact research questions cannot be fully answered until the final impact evaluation.

The final impact evaluation should synthesise evidence collected across the already published interim process evaluation, the final process evaluation, the interim impact evaluation and the final impact evaluation itself to conclusively answer the four overarching research questions. Similarly to the final process evaluation, the validation/verification (or otherwise) of the ToC causal links will be the central activity of both impact evaluations with the reports structured around answering the overarching research questions.

Impact evaluation fieldwork for both evaluations will feature in-depth interviews and surveys with key stakeholders in addition to a quantitative analysis of operational monitoring data (see Section 4 for more details on the generation and availability of monitoring data). Monitoring data will only be available for a subset of the scheme's projects during the interim impact evaluation, though a summary of the scheme's quantitative benefits to date should still be produced, with forecasts utilised to provide indicative figures where possible. The final impact evaluation should provide a final assessment of the scheme's core quantitative benefits, which should include a value-for-money assessment of the scheme overall.

Where possible, a quantitative monitoring approach has been implemented for data generation of IETF benefits; however, this applied methodology is only appropriate for generating evidence towards the primary quantitative benefits i.e., reduction in energy consumption, carbon emissions and fuel bills for deployment project beneficiaries. For the validation/verification of the ToC causal links outside of the primary quantitative benefits, a contribution analysis theory-based approach will be applied. A theory-based methodology is more appropriate for this aspect of ToC validation/verification for two key reasons:

- Many of the IETF benefits are qualitative in nature, therefore it is not feasible to implement a quantitative evaluation method.
- For many of the benefits and indicators in the ToC, there is no clear counterfactual that could be generated to enable the use of a quantitative evaluation method, due to a lack of

available baseline data or due to the intangibility of metrics e.g. reduction in risk-adjusted costs of tech. The process by which we collect and analyse operational monitoring data uses a before-after comparison, which meets the IPMVP standard approach to EE quantification and uses a pseudo-control in the form of a counterfactual. For benefits and indicators outside of the core quantitative primary benefits, there is no counterfactual or control group. To supplement the evidence gathered from the monitoring of primary benefits, a generative approach will be used, which will strengthen the level of causal inference that can be made about primary benefits and also give some form of confidence about the remainder.

Contribution analysis is a theory-based evaluation approach, with the aim of illustrating the extent to which a policy has contributed to the observed outcomes and impacts. There are six stages to a contribution analysis:

1. Set out the attribution problem to be assessed
2. Develop a theory of change
3. Gather existing evidence on the theory of change
4. Assemble and assess the contribution story
5. Seek out additional evidence
6. Revise and strengthen the contribution story

Stages 1 and 2 of the contribution analysis process have already been undertaken by the IETF M&E team and Stage 3 has been partially undertaken through the collection of operational monitoring data and regular surveys submitted by scheme participants.

We expect our evaluators to undertake the remaining stages of the contribution analysis process. To assess the contribution story, each causal link in the ToC should be assessed independently using the relevant evidence that has been gathered through data collection processes such as interviews and surveys. For each causal mechanism, a level of confidence should be ascribed to indicate the degree to which the link has been validated/verified. The process of obtaining evidence towards the validation of a causal mechanism should be iterative, and additional evidence should be gained throughout the evaluation to revise and strengthen the contribution story where weaknesses have been identified. Our impact evaluators will be expected to detail a transparent and credible framework for communicating the strength of each link in the causal chain.

By applying a generative approach to the causality of the programme, the cause-and-effect relationship between the IETF and the end outcomes can be assessed. One of the main advantages of such analysis is that it helps to explain not just **what** impact the scheme had, but **how** and **why** it achieved this. The report from a contribution analysis is not definitive proof, but rather provides evidence and a line of reasoning from which we can draw a plausible conclusion that, within some level of confidence, the program has made an important contribution to the documented results.<sup>456</sup>

## 6. Timelines

Activity	Start	End
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<sup>4</sup> <https://www.betterevaluation.org/methods-approaches/approaches/contribution-analysis>

<sup>5</sup> <https://academic.oup.com/rev/article/27/1/16/4554784>

<sup>6</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6275099/>

## Annex B – Previous Versions of Theory of Change



## Annex C – Current Guide for Evaluation Research Sub-Questions

The table below provides an approximate guide for the research sub-questions we would expect to be answered across the IETF evaluation programme. We have also indicated which of the evaluation reports we would expect each sub-question to be addressed in.

These questions are only supposed to provide a rough guide of the specific questions we will address in upcoming evaluation reports. When procuring research, we will defer to our evaluators' judgement on the optimal sub-questions to be addressed by the evaluation.

### Process Evaluation Research Questions

#### Theory of Change

- To what extent, based on evidence available to date, should one have confidence in the causal story as detailed in the Theory of Change (steps 1-19)?
- What barriers did applicants face prior to and during their involvement with the IETF, and to what degree did the IETF and IETF processes contribute to overcoming them?

#### IETF Application

- To what extent was demand for the IETF (volume and scale of applications for EE, DD, studies) influenced by recent market events (including changes to energy prices and/or Covid-19)?\*
- To what extent was delivery of IETF objectives impacted by inflation and supply chain disruption, and were measures to mitigate the negative effects of these pressures effective?\*
- To what extent was the "offer" of the IETF interventions (grants, feasibility) attractive to stakeholders?
- How effectively did the IETF leverage private funding to support government funding?
- Did the IETF encourage firms to investigate new projects or studies?\*
- Did the IETF have an effect on the ambition of firm's decarbonisation or energy efficiency plans?\*

- Did the guidance, dissemination events and support offered alongside the IETF improve the quality of applications?\*
- To what extent did the IETF's communications, marketing and applicant advice campaigns support the scheme's delivery?
- Did the IETF guidance provide applicants sufficient advice on what they would be tested on and did their perception of the assessment process match with the reality?\*

#### IETF Assessment, Due Diligence, Award

- Were the assessment criteria fit for purpose in terms of selecting projects that met the IETF objectives?\*
- Did IETF assessors apply the scoring guidance consistently?\*
- What value to the government and applicant was derived from the financial and technical due diligence processes?
- Did the award decision making process (GAP, Ministers, GOLD) support the delivery of the IETF objectives?

#### IETF Delivery

- Was the performance of the IETF delivery body and technical contractors supportive to the delivery of the intended scheme objectives?
- To what extent were the relationships between IETF stakeholders (e.g. beneficiaries, trade bodies, consultants, delivery bodies, academics, engineers, suppliers) supportive of the delivery of the scheme?
- To what extent did projects proceed as expected and how did IETF processes help or hinder this?

#### IETF Benefits & Benefits Monitoring

- To what extent has information sharing or upskilling (business-to-business and government-to-business) occurred and if so, how effective or ineffective was this in spreading of benefits of EE/DD projects to wider industry?
- How effective was the monitoring & verification (M&V) setup and reporting process in delivering scheme objectives?
- What were users experiences of the M&V process and to what degree were arrangements proportionate or disproportionate to the project cost/complexity?

#### Wider questions

- To what extent did the splitting of the scheme between EE and DD projects support the overall delivery of the scheme?
- Were there any material interactions between IETF and other government environmental or economic policies in terms of firms' decisions to invest?
- What lessons, if any, arise from the IETF which could help HMG in determining the pathway to 2050 decarbonisation goals?
- Have there been any unintended consequences (positive or negative) of the IETF policy and processes?

\*The process research questions marked with an asterisk are priorities to have emerging findings on.

## Impact Evaluation Research Questions

### Strategic Objectives, Contribution, Causation, and Attribution

- To what extent can it be evidenced that the IETF itself *caused* (“contributed to”) achieving the benefits delivered by the underlying projects?\*
- How additional was IETF funding?\*
- To what extent did the EE scheme objectives impact, support or counteract with the DD scheme objectives and vice versa?\*
- Have there been any unintended consequences (positive or negative) of the IETF policy?\*
- Were there any material interactions between IETF and other government environmental or economic policies?\*
- What lessons, if any, arise from the IETF which could help HMG in determining the pathway to 2050 decarbonisation goals?\*

### Primary Quantitative Benefits of IETF

- To what extent has the scheme reduced energy intensity, energy costs and carbon emissions for industry (EE objective)?\*
- To what extent has the scheme reduced energy intensity and carbon emissions for industry? (DD objective)\*
- What was the overall carbon cost-effectiveness of the IETF (tCO<sub>2</sub>e/£)?\*
- What was the overall BCR of the IETF?
- To what extent has the IETF contributed to carbon budgets (especially 4 or 5) and the Net Zero 2050 target?\*

### Reduced Costs & Risks and Secondary Benefits of IETF

- To what extent has the scheme brought down the perceived risk-adjusted costs of energy efficiency and deep decarbonisation technologies and the actual risk-adjusted costs for deep decarbonisation technologies for the wider sector beyond beneficiaries?\*
- What has been the impact of the IETF on the competitiveness of beneficiaries (e.g. productivity, finances, ability to use new technology)?
- To what extent have qualitative factors enhanced or diminished the scheme's value-for-money?
- What was the IETF's impact on jobs?\*

- To what extent has the IETF generated evidence on the costs and benefits of EE and DD tech and how has that evidence been shared with, or otherwise influenced wider industry?\*

\*The impact research questions marked with an asterisk are our priority questions. We will require an interim presentation on emerging findings around these questions prior to the impact evaluation report. For the timings of the interim impact evaluation deliverables, see the 'Deliverables' section.

## IETF Deployment Project Benefits Management

### Main Benefits of Interest

Deployment projects are required to provide evidence of the benefits which arise to them as a result of the grant funding. The three core IETF benefits are:

- Reduced Energy Consumption (in MWh, by fuel),
- Reduced Greenhouse Gas Emissions (in tCO<sub>2</sub>e), and
- Reduced Business Energy Costs (in £)

**which are directly attributable** to the IETF funded project (i.e., which occur within the Process Envelope).

In addition to these core benefits, the IETF also anticipates non-core benefits to arise as a result of the grant funding. These are:

- An increased pipeline of deployment projects
- Knowledge-spillover within the business and to wider industry
- Reduced costs and risks of new technologies

### M&V Plans Summary

Participants are required (with the support of BEIS' technical contractors) to produce M&V Plans for their projects, which will outline details of the data collection methods and calculations that will be applied during the monitoring period in order to provide evidence of the project's core benefits. The plans will contain:

- At least a basic block diagram clearly articulating the Process Envelope<sup>1</sup> relevant to IETF.
- A description of a valid "counterfactual" case (that is, data for "what would have happened if not for the IETF intervention").
- A list of any factors outside of the process (aka "disturbance variables") which could materially alter the process or the calculated values for benefits delivered due to the IETF
- Detail how:
  - The operational data ("measurement variables") required to calculate the IETF's core benefits will be sourced in each six-monthly monitoring period
  - Which operational systems or meters will provide this data and what, if any, transformations are required (e.g., of units, or to adjust for non-IETF components)
  - For any "disturbance variables" (i.e., production quantity, and/or other non-IETF related factors which could materially affect the values of measurement variables), how the relevant data will be collected and how the *counterfactual* will be adjusted in each monitoring period to reflect the observed operating conditions
- The agreed timeline of the six-monthly monitoring periods and when data will be delivered

Plans for projects in Phase 1.1 followed different guidance and some may not contain all of the above.

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<sup>1</sup> The 'Process Envelope' is an artificial boundary around the plant equipment relevant to IETF, showing inputs and outputs, flows, and metering around the equipment in question.

## Measurement Variables for Core Benefits

In order to calculate core benefits, most projects will need to identify data sources and/or methodologies to calculate the following ‘measurement variables’ within each monitoring period:

- fuel consumption, per fuel (in MWh) relevant to the IETF and within the process envelope
- the (ideally mean average) price per unit, in the monitoring period, for any relevant fuels
- the level of emissions (in tCO<sub>2</sub>e) which arise (or which would have arisen) from consuming one unit of fuel, per fuel, for any relevant fuels within the Process Envelope<sup>2</sup>
- *where relevant (only some projects)* – if IETF results in **changes to direct emissions** (i.e., emissions savings not arising from the consumption of fuel – such as due to carbon capture or a change to chemical process), the amount of direct emissions (in tCO<sub>2</sub>e) in the process envelope

## Calculating Core Benefits

We believe that the core benefits for most projects can be calculated directly from change in the level of fuel consumption (split by fuel) in the Process Envelope compared to data for an (adjusted, if necessary) counterfactual case. M&V Plans will outline how this operational and counterfactual data will be sourced; the monitored values will be provided to BEIS at the end of each six-monthly monitoring period.

Additionally, some (typically deep decarbonisation) projects may result in changes to **direct emissions** (that is, a change in emissions not arising from the consumption of fuel). If this is the case, then data on the level of this change compared to the counterfactual case will also need to be collected and provided to BEIS at the end of each six-monthly monitoring period.

Using the data provided by participants (and technical contractors) for each six-monthly monitoring period, BEIS’ IETF monitoring team will calculate the projects’ core benefits using the following formulae:

$$\begin{aligned} & \textit{Reduction in Energy Consumption} \\ &= \textit{Adjusted Counterfactual Energy Consumption (per fuel)} \\ & \quad - \textit{Actual Energy Consumption (per fuel)} \end{aligned}$$

$$\begin{aligned} & \textit{Reduction in Greenhouse Gas Emissions} \\ &= (\textit{Reduction in Energy Consumption (per fuel)}) \\ & \quad \times \textit{Emissions Factors (per fuel)} \\ & \quad + [\textit{where appropriate}] \textit{Reduction in Direct Emissions} \end{aligned}$$

$$\begin{aligned} & \textit{Reduction in Energy Costs} \\ &= (\textit{Reduction in Energy Consumption (per fuel)}) \\ & \quad \times \textit{Retail Fuel Prices (per fuel)} \end{aligned}$$

## Monitoring Non-Core Benefits

In conjunction with the collection of measurement variables at six-month intervals following the project going ‘live’, we also request that beneficiaries complete a (mostly) qualitative survey to monitor the project’s non-core benefits. The survey includes (but is not limited to) questions such as:

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<sup>2</sup> Where projects cannot provide bespoke project-specific emissions factors, we expect to apply the emissions factors for the relevant year as published at <https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting>

- *Please briefly detail any projects which your company is currently investing in or which you have recently delivered, which uses similar technology to this IETF-funded project or which have been inspired by it.*
- *Has any knowledge gained by the IETF-funded deployment project been shared with other parts of the business or with wider industry? If yes, please provide details of the knowledge that was gained including a description of how it relates to the deployment project and details of how the knowledge was shared.*
- *Do you feel that starting a new project like this one today would be more, less, or just as risky as this original project was when it was started? Please provide a clear justification for your response.*

The survey data pertaining to the non-core benefits will be collected at six-month intervals for all 'live' projects; however, unlike the IETF core benefits BEIS is not intending to regularly report on these findings. The data collected from these surveys is intended to inform the IETF evaluations by providing evidence to validate (or invalidate) certain causal links in the "Theory of Change", which in turn should help in answering the evaluation research questions. We would therefore expect evaluators to use the survey responses as one of several evidence bases to help inform their judgement.

**A single copy of this template should be saved in the relevant BEIS Sharepoint folder (access for which will be provided following the project becoming operational). The same file should be updated once per monitoring period - please do NOT save multiple versions of this file in the BEIS Sharepoint folder. PLEASE MAKE SURE THIS DOCUMENT IS NAMED ACCORDING TO THE ASSOCIATED PROJECT REFERENCE NUMBER e.g. ('12345.xlsx'); this should reflect the name of the project-specific BEIS Sharepoint folder that it is saved within.**

Variable	Data Type	Description
Project Name		The name of the project should be the name of the grant beneficiary's business. This should match the naming convention of the project's other documentation including the Project Benefit Calculator, M&V Plan etc.
Project Reference Number		The project reference number should be either 4 or 5 numerical digits e.g. 12345. Please delete any prefixed 0s or 'IETF' from the reference number before inputting. If the original project application comprised a set of projects, the reference number may be followed by a letter e.g. 12345A - please also include any suffixed letters when inputting the reference number.
Date Project Became Operational		The date the project became operational is the date that the grant-funded deployment technology is first switched on; the initial monitoring period <b>must</b> begin at the date that the project became operational.
Technical Monitoring Officer Name		Name of the TMO responsible for overseeing data collection for the project.
Total Production (within the IETF Process Envelope)	Counterfactual	The counterfactual total production is the 'baseline' value for pre-intervention total production quantity (or throughput) within the process envelope. This should <b>not</b> be adjusted and should be clearly stated in the project's M&V Plan. The production unit of measurement must be stated e.g. KG, tonnes, count, m <sup>3</sup> .
Production (within the IETF Process Envelope)	Actual	The actual total production is the total production quantity (or throughput) within the process envelope during the indicated six-month monitoring period. This data should be collected directly from projects on a six-monthly basis following the project becoming operational. The actual production unit of measurement must correspond exactly to the unit of measurement of the counterfactual production; any required unit conversions should be done prior to inputting data into this template.
Direct Emissions	Adjusted Counterfactual	<p>Direct emission savings are emission savings not arising from fuel consumption e.g. through carbon capture processes, which will only apply to a subset of projects. <b>If the project does not include direct emission savings then please leave this section blank.</b></p> <p>The input in this section will depend on the monitoring data available, for which there are two possible scenarios:</p> <p><b>Scenario 1: Total direct emissions are monitorable</b></p> <p>In this case, the adjusted counterfactual should be calculated using:</p> <ol style="list-style-type: none"> <li>1) The counterfactual value for total direct emissions, which should be documented in the project's M&amp;V plan;</li> <li>2) The counterfactual adjustment formula, which should be documented in the project's M&amp;V plan;</li> <li>3) The disturbance variable values corresponding to the six-month monitoring period provided, which should be monitored by TMOs using data obtained from the project. The disturbance variable values must be saved in a separate document and be readily available should BEIS' IETF monitoring team require access to it.</li> </ol> <p><b>Scenario 2: Total direct emissions are NOT monitorable; but, total direct emission savings are monitorable</b></p> <p>In this case, the adjusted counterfactual should be set to 0.</p>

		<p>Direct emission savings are emission savings not arising from fuel consumption e.g. through carbon capture processes, which will only apply to a subset of projects. <b>If the project does not include direct emission savings then please leave this section blank.</b></p> <p>The input in this section will depend on the monitoring data available, for which there are two possible scenarios:</p> <p><b>Scenario 1: Total direct emissions are monitorable</b></p> <p>The actual direct emissions value should be monitored directly by TMOs using data obtained from the project.</p> <p><b>Scenario 2: Total direct emissions are NOT monitorable; but, total direct emission savings are monitorable</b></p> <p>The actual direct emissions value should be input as the monitored value for direct emissions savings, where a negative value indicates direct emissions savings and a positive value represents an increase in direct emissions.</p>
Direct Emissions	Actual	
Fuel consumption	Adjusted Counterfactual	<p>The adjusted counterfactual should be calculated using:</p> <ol style="list-style-type: none"> <li>1) The counterfactual value for total fuel consumption, which should be documented in the project's M&amp;V plan;</li> <li>2) The counterfactual adjustment formula, which should be documented in the project's M&amp;V plan;</li> <li>3) The disturbance variable values corresponding to the six-month monitoring period provided, which should be monitored by TMOs using data obtained from the project. The disturbance variable values must be saved in a separate document and be readily available should BEIS' IETF monitoring team require access to it.</li> </ol>
Fuel consumption	Actual	The actual total fuel consumption value, per fuel, should be monitored directly by TMOs using data obtained from the project. This value does not need to be adjusted.
Emissions Factor	Factor	<p>The level of emissions (in tCO<sub>2</sub>e) which arise (or which would have arisen) from consuming one unit of fuel, per fuel, for any relevant fuels within the process envelope. These values should be monitored from the projects directly where possible; if project-specific values cannot be monitored then BEIS's standard assumptions should be used, which can be found in HMG's 'Green Book' supplementary guidance: <a href="https://www.gov.uk/government/publications/valuation-of-energy-use-and-greenhouse-gas-emissions-for-appraisal">https://www.gov.uk/government/publications/valuation-of-energy-use-and-greenhouse-gas-emissions-for-appraisal</a></p>
Retail Fuel Price	Factor	<p>The (ideally mean average) price per MWh, in the monitoring period, for any relevant fuels. These values should be monitored from the projects directly where possible; if project-specific values cannot be monitored then BEIS's standard assumptions should be used, which can be found in HMG's 'Green Book' supplementary guidance: <a href="https://www.gov.uk/government/publications/valuation-of-energy-use-and-greenhouse-gas-emissions-for-appraisal">https://www.gov.uk/government/publications/valuation-of-energy-use-and-greenhouse-gas-emissions-for-appraisal</a></p>

Fuel Type	Specific Fuel
Electricity	National Grid Electricity
Electricity	Local Mixed/Other Microgrid Electricity
Electricity	Local Renewables Microgrid Electricity
Electricity	Onsite Electricity Production
Electricity	Onsite Geothermal Generation
Electricity	Onsite Hydroelectric Generation
Electricity	Onsite Solar Generation
Electricity	Onsite Wind Generation
Gaseous Fuels	Butane
Gaseous Fuels	CNG
Gaseous Fuels	LNG
Gaseous Fuels	LPG
Gaseous Fuels	Natural Gas
Gaseous Fuels	Other Petroleum Gas
Gaseous Fuels	Propane
Solid Fuels	Coal (Industrial)
Solid Fuels	Coal (Electricity Generation)
Solid Fuels	Coking Coal
Solid Fuels	Petroleum Coke
Solid Fuels	Coke
Liquid Fuels	Biodiesel ME
Liquid Fuels	Biodiesel HVO
Liquid Fuels	Bioethanol
Liquid Fuels	Burning Oil
Liquid Fuels	Diesel
Liquid Fuels	Fuel Oil
Liquid Fuels	Gas Oil
Liquid Fuels	Naphtha
Liquid Fuels	Petrol
Biomass	Grass/Straw
Biomass	Wood Chips
Biomass	Wood Logs
Biomass	Wood Pellets
Biogas	Biogas
Biogas	Biomethane
Hydrogen	External Mixed (Blue & Green Hydrogen) Supply
Hydrogen	Mixed (Blue & Green Hydrogen)
Hydrogen	External Blue Hydrogen Supply
Hydrogen	External Green Hydrogen Supply
Hydrogen	External Grey Hydrogen Supply
Hydrogen	Onsite Hydrogen Production
Hydrogen	Blue Hydrogen
Hydrogen	Green Hydrogen
Hydrogen	Grey Hydrogen
Waste	Waste Gas
Waste	Solid Waste
Other	Please Specify...

**Project Details**

Please provide the specific project details in this table. This table only needs to be completed once per project at the point that the M&V data collection template is first set up. The project reference number should be either 4 or 5 numerical digits e.g. 12345. Please delete any prefixed 0s or 'IETF' from the reference number before inputting. If the original project application comprised a set of projects, the reference number may be followed by a letter e.g. 12345A - please also include any suffixed letters when inputting the reference number. The date that the project became operational refers to the date that the IETF-funded deployment technology was first switched on; it should be entered in the format DD/MM/YYYY

Variable	Value
Project Name	
Project Reference Number	
Project Phase	
Project PBC Version	
Date Project Became Operational	
Technical Monitoring Officer Name	

**Six Month Monitoring Period**

Upon entering the date that the project became operational, the monitoring period dates in this section will auto-fill. All subsequent monitoring data must correspond to the auto-filled dates provided.

Variable	Data Type	Monitoring Period 1	Monitoring Period 2	Monitoring Period 3	Monitoring Period 4	Monitoring Period 5	Monitoring Period 6	Monitoring Period 7	Monitoring Period 8	Monitoring Period 9	Monitoring Period 10
Start Date of Monitoring Period	Date										
End Date of Monitoring Period	Date										

**Risk & Additionality Scores**

The project's PBC (submitted with the project's application for grant funding) includes technical assessors' scores for the project's overall fuel impact technical risk, additionality and, for relevant projects, the direct carbon risk. Please provide the risk and additionality scores from the project's original Project Benefit Calculator in the column provided. (Leave blank if not applicable.)

For each monitoring period, please provide the most recent estimated risk and additionality scores. In the majority of cases, the score provided should be the same as the original PBC score. These scores should only be changed in exceptional cases when something material has occurred that necessitates an adjustment e.g. the business has had to temporarily shutdown or the technology has seriously malfunctioned. Separate guidance will be provided for the re-assessment of risk and additionality scores. Justification for any change should be provided in a separate document (which should be made available to BEIS' IETF monitoring team should it be needed).

Variable	Data Type	Original PBC Score										
Please provide the most up-to-date <b>fuel impact technical risk score</b> for the project. This would typically remain unchanged across monitoring periods, unless something material has occurred which necessitates an adjustment (e.g. a technological failure or significant disturbance event)	Score (1-10)											
If relevant, please provide the most up-to-date <b>direct carbon risk score</b> for the project. This would typically remain unchanged across monitoring periods, unless something material has occurred which necessitates an adjustment (e.g. a technological failure or significant disturbance event)	Score (1-10)											
Please provide the most up-to-date <b>additionality score</b> for the project. This would typically remain unchanged across monitoring periods, unless something material has occurred which necessitates an adjustment (e.g. a technological failure or significant disturbance event)	Score (1-10)											

**Production**

Please provide the values for total production within the IETF process envelope corresponding to the six-month monitoring period provided. This table must be updated once at the end of each monitoring period. The counterfactual values should be documented in the project's M&V plan. In most cases, we would expect this value to be equal to the counterfactual production value provided in the project's Project Benefit Calculator (PBC). Where this figure does not match the PBC, the TMO must have a clear justification (saved in a separate document) that explains any difference. Note: PBC provides annual production whereas this template requires six-monthly figures.

The counterfactual for total production DOES NOT need to be adjusted - inputting the counterfactual production values from the M&V Plan is sufficient for this section. The actual production values should be monitored by TMOs using data obtained from the project.

The units of production must also be provided and must be the same for both counterfactual and actual production.

Variable	Data Type	Units											
Total Production (within the IETF Process Envelope)	Counterfactual												
Total Production (within the IETF Process Envelope)	Actual												

**Direct Carbon Savings**

This section only applies to a subset of projects. If the project does not include direct emission savings as a monitored benefit then please leave this section blank; otherwise, please provide the values for total direct emissions within the IETF process envelope corresponding to the six-month monitoring period provided. This table must be updated once at the end of each monitoring period.

**Scenario 1: Total direct emissions are monitorable**

In this case, the adjusted counterfactual should be calculated using:

- 1) The counterfactual value for total direct emissions, which should be documented in the project's M&V plan;
- 2) The counterfactual adjustment formula, which should be documented in the project's M&V plan;
- 3) The disturbance variable values corresponding to the six-month monitoring period provided, which should be monitored by TMOs using data obtained from the project. The disturbance variable values must be saved in a separate document and be readily available should BEIS' IETF monitoring team require access to it.

The actual direct emissions value should be monitored directly by TMOs using data obtained from the project.

**Scenario 2: Total direct emissions are NOT monitorable; but, total direct emission savings are monitorable**

In this case, the adjusted counterfactual should be set to 0.

The actual direct emissions value should be input as the monitored value for direct emissions savings, where a negative value indicates direct emissions savings and a positive value represents an increase in direct emissions.

Variable	Data Type	Units											
Direct Emissions	Adjusted Counterfactual	tCO2e											
Direct Emissions	Actual	tCO2e											

**Fuels**

Please provide the values for total fuel consumption, emissions factors and retail fuel prices for each fuel within the IETF process envelope corresponding to the six-month monitoring period provided.

When this template is initially set up for a specific project, the fuels being used within the project's process envelope should be input and any blank tables should be deleted. If the fuels being input into this template do not match those included in the project's PBC, clear justification must be provided and saved in a separate document and be readily available should BEIS' IETF monitoring team require access to it. Following setup of the tables, they must be updated at the end of each monitoring period.

The adjusted counterfactual should be calculated using:

- 1) The counterfactual value for total fuel consumption, which should be documented in the project's M&V plan;
- 2) The counterfactual adjustment formula, which should be documented in the project's M&V plan;
- 3) The disturbance variable values corresponding to the six-month monitoring period provided, which should be monitored by TMOs using data obtained from the project. The disturbance variable values must be saved in a separate document and be readily available should BEIS' IETF monitoring team require access to it.

The actual total fuel consumption value should be monitored directly by TMOs using data obtained from the project.

Project-specific emissions factors and retail fuel prices should be monitored by TMOs using data provided by projects where possible; where this is not possible, BEIS' standard assumptions on emissions factors and retail fuel prices should be used. Industrial emissions factors and retail fuel price standard assumptions can be found in HMG's 'Green Book' supplementary guidance: <https://www.gov.uk/government/publications/valuation-of-energy-use-and-greenhouse-gas-emissions-for-appraisal>

Older versions of Excel may not be compatible with the drop-down lists provided in this section. If you are not able to view the fuel drop-down lists, please manually enter the relevant fuel, selecting from the options in the 'Fuel Types List' Tab.

	Variable	Data type	Units	Fuel Type	Specific Fuel									
Fuel 1	Total Fuel consumption	Adjusted Counterfactual	MWh											
	Total Fuel consumption	Actual	MWh											
	Emissions Factor	Factor	tCO2e/MWh											
	Retail Fuel Price	Factor	£/MWh											
Fuel 2	Total Fuel consumption	Adjusted Counterfactual	MWh											
	Total Fuel consumption	Actual	MWh											
	Emissions Factor	Factor	tCO2e/MWh											
	Retail Fuel Price	Factor	£/MWh											
Fuel 3	Total Fuel consumption	Adjusted Counterfactual	MWh											
	Total Fuel consumption	Actual	MWh											
	Emissions Factor	Factor	tCO2e/MWh											
	Retail Fuel Price	Factor	£/MWh											

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 4	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 5	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 6	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 7	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 8	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 9	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 10	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 11	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 12	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													
	Emissions Factor	Factor	tCO <sub>2</sub> e/MWh													
	Retail Fuel Price	Factor	€/MWh													

	Variable	Data type	Units	Fuel Type	Specific Fuel											
Fuel 13	Total Fuel consumption	Adjusted Counterfactual	MWh													
	Total Fuel consumption	Actual	MWh													

Emissions Factor		Factor	tCO2e/MWh												
Retail Fuel Price		Factor	£/MWh												
Fuel 14	Variable	Data type	Units	Fuel Type	Specific Fuel										
	Total Fuel consumption	Adjusted Counterfactual	MWh												
	Total Fuel consumption	Actual	MWh												
	Emissions Factor	Factor	tCO2e/MWh												
Retail Fuel Price		Factor	£/MWh												
Fuel 15	Variable	Data type	Units	Fuel Type	Specific Fuel										
	Total Fuel consumption	Adjusted Counterfactual	MWh												
	Total Fuel consumption	Actual	MWh												
	Emissions Factor	Factor	tCO2e/MWh												
Retail Fuel Price		Factor	£/MWh												

**M&V Plan Updates**

**This section is to be answered by the project's TMO.**  
 If any part of the M&V plan requires updating or revising (including the addition of new disturbance variables), please raise this issue with the IETF technical delivery partner before making any changes.

Has the project's M&V plan been updated or revised during the monitoring period? If yes, please provide details of the update/revision.										
Have any material 'disturbance' events or anomalies arisen during the monitoring period that are not accounted for in the project's most up-to-date M&V plan? If yes, please provide details of the 'disturbance' events or anomalies.										

**Total Technology Life Length**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**  
 Please provide the current estimate for total lifetime of the project's IETF-funded technology in years. This should include all years following the initial monitoring period. If this value no longer reflects the lifetime estimate in the project's PBC then please ensure that justification is provided in a separate document (which should be made available to BEIS' IETF monitoring team should it be needed).

Current estimate for the total lifetime, in years, of the IETF-funded technology?										

**IETF Deployment Project Impact**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**  
 To the best of your knowledge, please provide answers to the questions below in as much detail as possible.

Do you feel that starting a new project like this one today would be more, less, or just as risky as this original project was when it was started? Please provide a clear justification for your response.										
Do you feel that starting a new project like this one today would be more, less, or just as costly as this original project was when it was started? Please provide a clear justification for your response.										
Please provide details of any additional capital expenditure costs the IETF-funded project has incurred during the six-month monitoring period that were not anticipated during application.										
Has on-site production increased or decreased due to the IETF-funded deployment project? If yes, please provide details of the scale of the change including a description of why it is due to the deployment project.										
Has on-site financial investment increased or decreased due to the IETF-funded deployment project? If yes, please provide details of the size and types of the change in investment(s) including a description of why it is due to the deployment project.										
Please briefly detail any projects which your company is currently investing in or which you have recently delivered, which uses similar technology to to this IETF-funded project or which have been inspired by it.										
Has the IETF-funded deployment project led to the creation of additional jobs on-site or in the technology supply chain? If yes, please provide the number of additional jobs created including a description of how they relate to the deployment project.										
Has any knowledge gained by the IETF-funded deployment project been shared with other parts of the business or with wider industry? If yes, please provide details of the knowledge that was gained including a description of how it relates to the deployment project and details of how the knowledge was shared.										

**Energy Bill Relief Scheme (EBRS)**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**

Please provide details of your site's eligibility for the Energy Bill Relief Scheme (EBRS), which is currently running from 1st October 2022 - 31st March 2023. You will be eligible for this scheme if you meet one of the following criteria during the scheme's lifetime:

- you are on an existing fixed price contract that was agreed on or after 1st December 2021
- you are signing new fixed price contracts
- you are on deemed/ out of contract or variable tariffs
- you are on flexible purchase or similar contracts

If you are on a fixed price contract, you should provide the contract price that you paid for the majority of the six-month monitoring period. If you are on a variable tariff, you should provide the mean average price you paid during the six-month monitoring period.

If your site does not use electricity and/or gas then you should leave the corresponding cells in this section blank.

Older versions of Excel may not be compatible with the drop-down lists provided in this section. If you cannot view the drop-down options, please manually enter "yes/no" for the site's EBRS eligibility and "fixed/variable" for the contract type.

Variable	Units										
Is your site eligible for the Energy Bill Relief Scheme?											
Electricity Contract Type											
Electricity Contract Price	£/MWh										
Gas Contract Type											
Gas Contract Price	£/MWh										

**Emissions Trading Scheme (ETS)**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**

Please provide details of your business' interaction with the Emissions Trading Scheme including any relevant ETS installation permit IDs and the percentage of total business emissions produced by sites registered with the ETS.

If none of your business' sites are registered with ETS, please leave this section blank.

Variable	Unit										
If your business has any site or installation that is registered with the ETS, please provide a list of all associated ETS installation permit IDs relevant to the six-month monitoring period.											
As a best approximation, what percentage of your business' total emissions during the six-month monitoring period are produced by sites or installations that are registered with ETS?	%										

**Total Business Revenue**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**

Please provide the most recent available turnover (revenue) figures in £ for your business overall. Specify the financial year which this figure covers.

Variable	Units										
Total Business Revenue	£										
Financial Year	Year										

**Total Business Energy Consumption**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**

Please provide an estimate of the total energy consumption of your business overall (in MWh) during the six-month monitoring period? If business emissions data is only available at quarterly or annual increments, please use a best approximation to provide a pro-rated value.

Variable	Units										
Total Business Energy Consumption	MWh										

**Total Business Emissions**

**This section is to be answered by the IETF beneficiary - beneficiary responses should be entered below by TMOs.**

If applicable, please provide an estimate of the total direct emissions of your business overall during the six-month monitoring period? If business emissions data is only available at quarterly or annual increments, please use a best approximation to provide a pro-rated value.

Variable	Units										
Total Business Emissions	tCO2e										



Crown  
Commercial  
Service

# Core Terms - DPS

## 1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

## 2. How the contract works

- 2.1. The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3. CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4. If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
  - (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
  - (b) create new Order Schedules;
  - (c) exclude optional template Order Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- 2.5. Each Order Contract:
  - (a) is a separate Contract from the DPS Contract;
  - (b) is between a Supplier and a Buyer;
  - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
  - (d) survives the termination of the DPS Contract.
- 2.6. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.
- 2.7. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8. The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
  - (a) verify the accuracy of the Due Diligence Information; or
  - (b) properly perform its own adequate checks.
- 2.9. CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10. 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.

- 2.11. An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.
- 2.12. A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

## **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 DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
  - (b) to a professional standard;
  - (c) using reasonable skill and care; (d) using Good Industry Practice;
  - (d) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
  - (e) on the dates agreed; and
  - (f) that comply with Law.
- 3.1.2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

### **3.2. Goods clauses**

- 3.2.1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

- 3.2.9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3. Services clauses**

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

## **4. Pricing and payments**

- 4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2. CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).
- 4.3. All Charges and the Management Levy:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
  - (b) include all costs connected with the Supply of Deliverables.

- 4.4. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5. A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
  - (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).
- 4.6. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9. If CCS or 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, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10. If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

- 5.1. If Supplier Non-Performance arises from an Authority Cause:
  - (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
  - (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2. Clause 5.1 only applies if the Supplier:
  - (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
  - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
  - (c) mitigated the impact of the Authority 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 Order Form.
- 6.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
  - (a) during the Contract Period;
  - (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3. The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4. During an Audit, the Supplier must:
  - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
  - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5. Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - (a) tell the Relevant Authority and give reasons;
  - (b) propose corrective action; and
  - (c) provide a deadline for completing the corrective action.
- 6.7. The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
  - (a) the methodology of the review;
  - (b) the sampling techniques applied;
  - (c) details of any issues; and
  - (d) any remedial action taken.
- 6.8. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## 7. Supplier staff

- 7.1. The Supplier Staff involved in the performance of each Contract must:
  - (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and the Security Policy; and
  - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2. Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

- 7.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## 8. Rights and protection

- 8.1. The Supplier warrants and represents that:
  - (a) it has full capacity and authority to enter into and to perform each Contract;
  - (b) each Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - (d) 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 each Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
  - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
  - (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.
- 8.2. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3. The Supplier indemnifies both CCS and every Buyer against each of the following:
  - (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
  - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4. All claims indemnified under this Contract must use Clause 26.
- 8.5. The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## 9. Intellectual Property Rights (IPRs)

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
  - (a) receive and use the Deliverables; and

(b) make use of the deliverables provided by a Replacement Supplier.

- 9.2. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4. Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10. Ending the contract or any subcontract**

### **10.1. Contract Period**

- 10.1.1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

### **10.2. Ending the contract without a reason**

- 10.2.1. CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2. Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

### **10.3. Rectification plan process**

- 10.3.1. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

- 10.3.2. When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
  - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- (a) must give reasonable grounds for its decision; and
  - (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
- 10.3.4. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

#### **10.4. When CCS or the buyer can end a contract**

- 10.4.1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- (a) there is a Supplier Insolvency Event;
  - (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
  - (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
  - (d) there is any material Default of the Contract;
  - (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
  - (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
  - (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
  - (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
  - (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
  - (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
- 10.4.2. CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3. If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- (a) the Relevant Authority rejects a Rectification Plan;
  - (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
  - (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

#### **10.5. When the supplier can end the contract**

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

#### **10.6. What happens if the contract ends**

- 10.6.1. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:
- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
  - (b) Accumulated rights of the Parties are not affected.
  - (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
  - (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 CCS or the Buyer's property provided under the terminated Contract.
  - (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).
- 10.6.2. In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3. In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
  - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4. In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5. The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

#### **10.7. Partially ending and suspending the contract**

- 10.7.1. Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.
- 10.7.2. Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

- 10.7.3. Where the Buyer has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5. The Parties must agree any necessary Variation required by Clause 10.7 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 10.2.
- 10.7.6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

### **10.8. When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

## **11. How much you can be held responsible for**

- 11.1. Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2. Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.
- 11.3. No Party is liable to the other for:
- (a) any indirect Losses; or
  - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by Law;
  - (d) its obligation to pay the required Management Levy or Default Management Levy.
- 11.5. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.

- 11.6. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8. When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9. If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

- 12.1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2. To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **13. Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **14. Data protection**

- 14.1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

- 14.5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - (b) restore the Government Data itself or using a third party.
- 14.7. The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8. The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
  - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
  - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
  - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## 15. What you must keep confidential

- 15.1. Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
  - (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
  - (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
  - (c) if the information was given to it by a third party without obligation of confidentiality;
  - (d) if the information was in the public domain at the time of the disclosure;
  - (e) if the information was independently developed without access to the Disclosing Party's
  - (f) Confidential Information;
  - (g) on a confidential basis, to its auditors;

- (h) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (i) 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.

15.3. In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4. In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

15.5. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6. Transparency Information is not Confidential Information.

15.7. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

16.1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2. Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.

16.3. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## 17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

## 18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## 19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## 20. Circumstances beyond your control

- 20.1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## 21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## 22. Giving up contract rights

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

## 23. Transferring responsibilities

- 23.1. The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

- 23.3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - (a) their name;
  - (b) the scope of their appointment; and
  - (c) the duration of their appointment.

## **24. Changing the contract**

- 24.1. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2. The Supplier must provide an Impact Assessment either:
  - (a) with the Variation Form, where the Supplier requests the Variation; or
  - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3. If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
  - (a) agree that the Contract continues without the Variation; or
  - (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
  - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5. 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 DPS Pricing or the Charges.
- 24.6. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and 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, DPS Pricing or a Contract and provide evidence:
  - (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
  - (b) of how it has affected the Supplier's costs.
- 24.7. Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## 25. How to communicate about the contract

- 25.1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are 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.
- 25.2. Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3. Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## 26. Dealing with claims

- 26.1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2. At the Indemnifier's cost the Beneficiary must both:
  - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7. 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:
  - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## 27. Preventing fraud, bribery and corruption

- 27.1. The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);  
or
- (b) do or allow anything which would cause CCS or 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.

27.2. The Supplier must during the Contract Period:

- (a) 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;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, 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.

27.5. In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **28. Equality, diversity and human rights**

28.1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2. The Supplier must take all necessary steps, and inform CCS or 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 a Contract.

## 29. Health and safety

- 29.1. The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
  - (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 29.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## 30. Environment

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

## 31. Tax

- 31.1. 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. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2. Where the Charges payable under a Contract with the Buyer 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 CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
  - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3. 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 an Order Contract, the Supplier must both:
- (a) 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
  - (b) 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.

- 31.4. 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:
- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
  - (b) 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;
  - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
  - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Conflict of interest**

- 32.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

- 33.1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
  - (b) Clause 12.1; or
  - (c) Clauses 27 to 32.
- 33.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## **34. Resolving disputes**

- 34.1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2. If the Dispute is not resolved at that meeting, the Parties 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 34.3 to 34.5.

- 34.3. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
  - (b) grant interim remedies; and/or
  - (c) grant any other provisional or protective relief.
- 34.4. The Supplier agrees that the Relevant Authority 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.
- 34.5. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority 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 34.4.
- 34.6. The Supplier cannot suspend the performance of a Contract during any Dispute.

## **35. Which law applies**

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

**Joint Schedule 5 (Corporate Social Responsibility)**  
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## **Joint Schedule 5 (Corporate Social Responsibility)**

### **1. What we expect from our Suppliers**

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
 ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### **2. Equality and Accessibility**

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

### **3. Modern Slavery, Child Labour and Inhumane Treatment**

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

#### **3.1 The Supplier:**

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.

**Joint Schedule 5 (Corporate Social Responsibility)**

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- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

**4. Income Security**

## 4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**Joint Schedule 5 (Corporate Social Responsibility)**

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**5. Working Hours**

5.1 The Supplier shall:

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

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

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

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

by individuals and by the Supplier Staff as a whole;

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

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

5.3.1 this is allowed by national law;

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

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

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

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

**6. Sustainability**

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

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



Department for  
Energy Security  
& Net Zero



Department for  
Science, Innovation  
& Technology

## **DESNZ & DSIT: Environmental Policy**

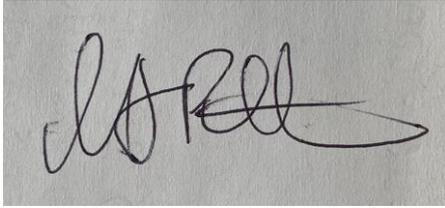
DESNZ and DSIT are UK government departments respectively leading on energy security & net zero and science, innovation & technology. We are committed to protecting the environment and preventing pollution. We undertake all our activities in a responsible manner, using best practice, to reduce the environmental impacts of our operations and to enhance and improve environmental performance and the Environmental Management System. DESNZ and DSIT are committed to fulfilling all environmental compliance obligations as a minimum and will strive to continually improve the environmental performance of our buildings, operations and supply chains.

DESNZ & DSIT will:

- Proactively reduce our carbon footprint by implementing energy saving practices and technologies, to be more energy efficient;
- Mitigate the impacts of business travel through relevant policies and procedures;
- Preserve and enhance biodiversity on our sites where we have opportunities and scope to do so;
- Proactively use innovation and technology to ensure efficient use of water;
- Embed the Waste Hierarchy into all waste procedures while also managing waste according to our duty of care;
- Understand and assess climate change adaptation risks for our key sites, to ensure business continuity and resilience;
- Consider sustainability in all procurement decisions, focusing on decarbonisation, sustainable resource use and climate change adaptation;
- Minimise the consumption of natural resources and reducing environmental impacts through our supply chains;
- Manage fuels and hazardous substances appropriately to minimise environmental risks;
- Regularly review performance of environmental objectives and targets;
- Regularly report on progress to the senior responsible officer;
- Communicate this policy to our staff, to everyone working for or on behalf of DESNZ and DSIT and interested parties to ensure they understand the environmental impacts of their job and how to minimise these.

DESNZ and DSIT shall monitor and review effectiveness of this policy through ISO 14001:2015 Environmental Management System and in conjunction with the ISO 50001:2018 Energy Management System.

Endorsed and signed by:



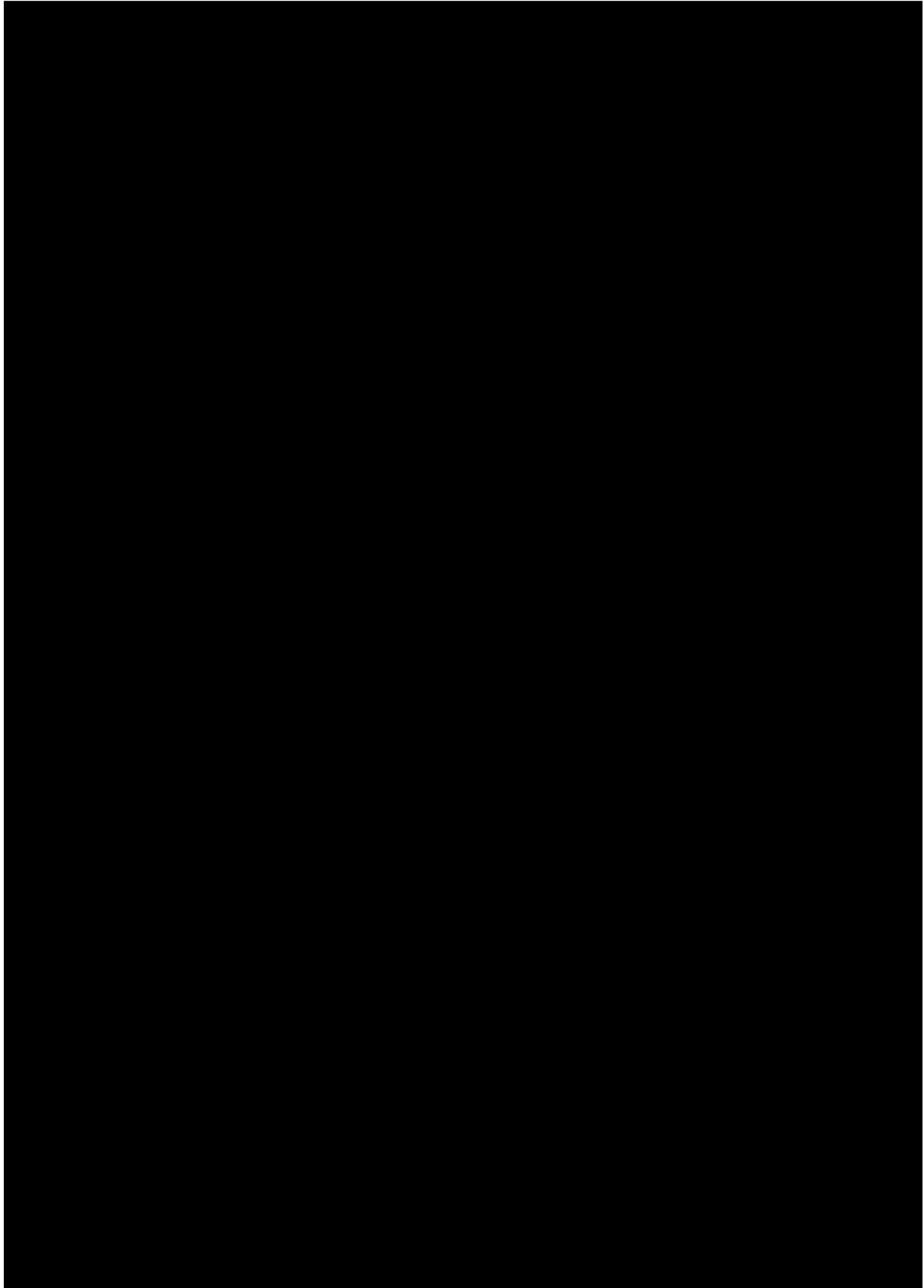
Michael Pittams

Deputy Director  
Estates and Sustainability, June 2023

<b>TITLE:</b>	<b>DESNZ &amp; DSIT VSP 00 ENVIRONMENTAL POLICY</b>		<b>ISSUE NO</b>	<b>1.5</b>	
<b>REVIEWER:</b>	<b>Richard McAlorum</b>	<b>APPROVER:</b>	<b>Michael Pittams</b>	<b>ISSUE DATE:</b>	<b>Jun-23</b>

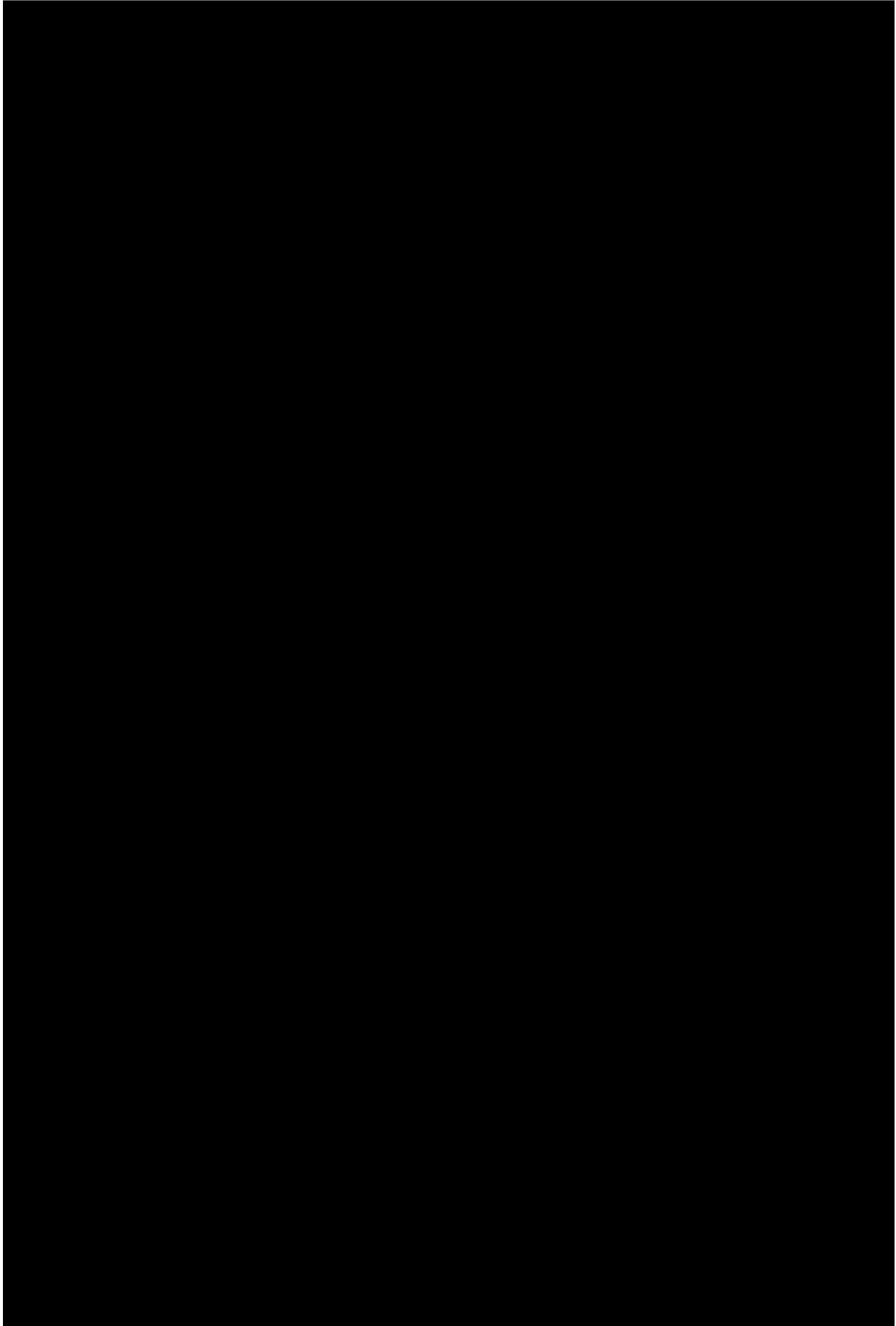
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## **Order Schedule 4 (Order Tender)**

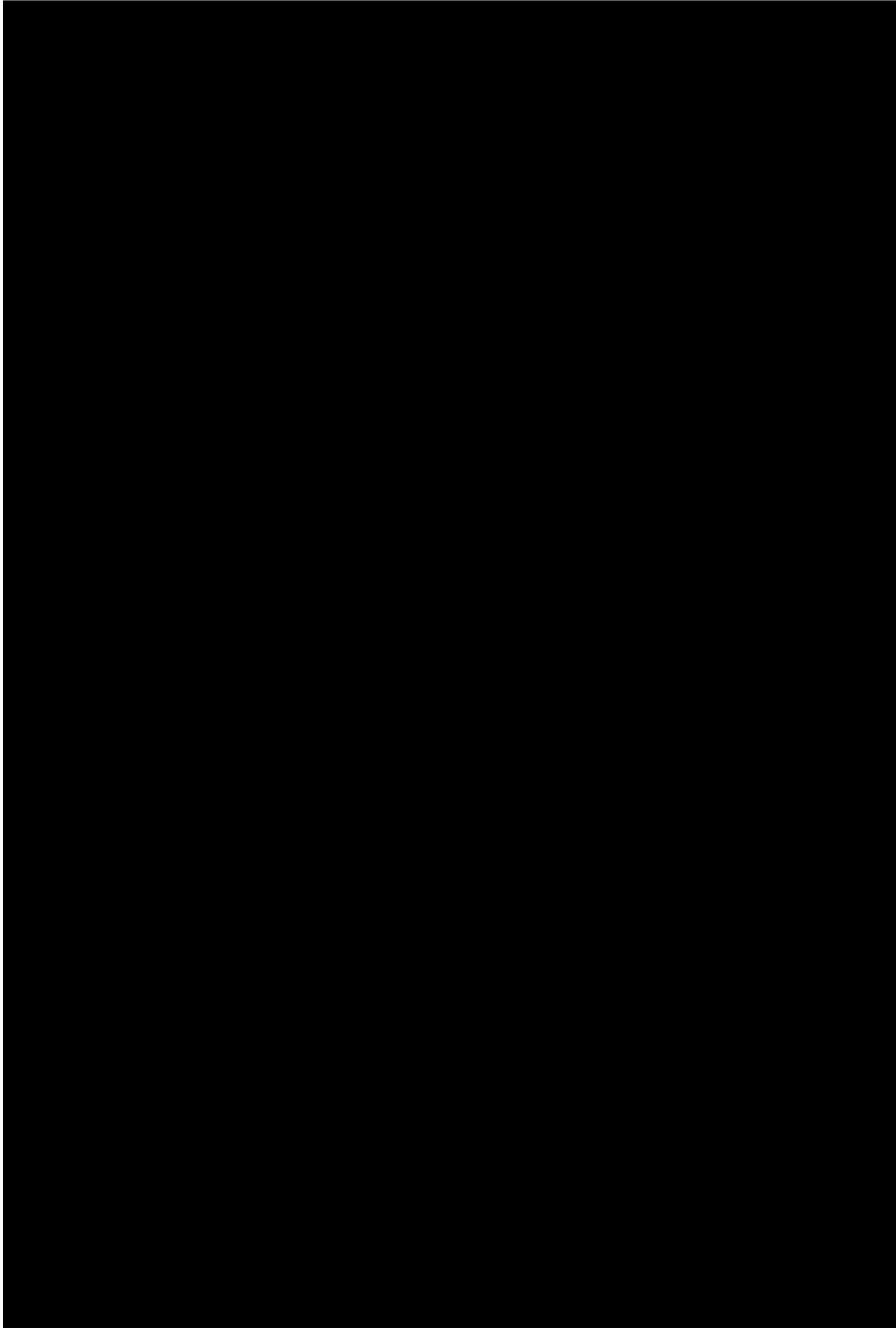


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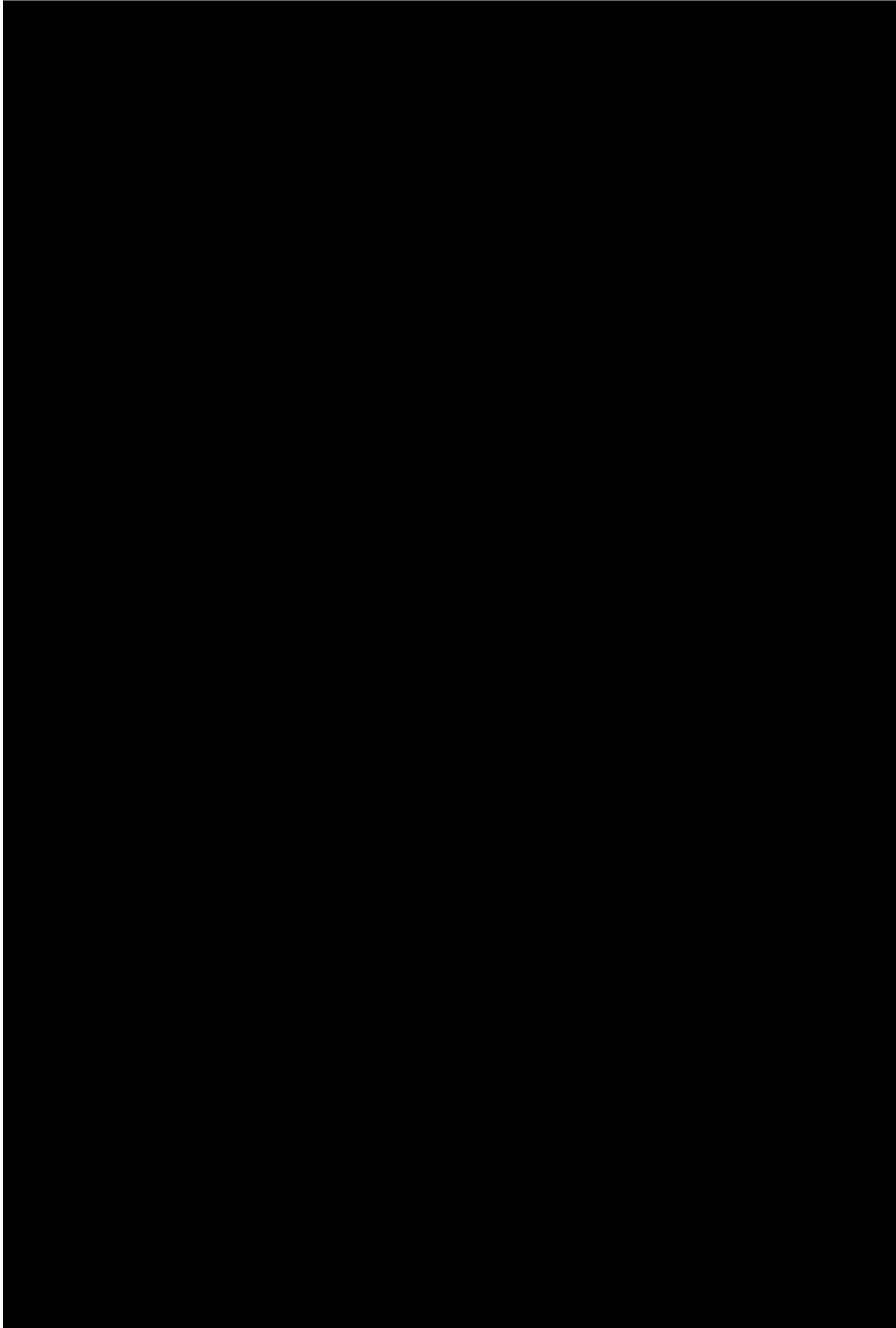
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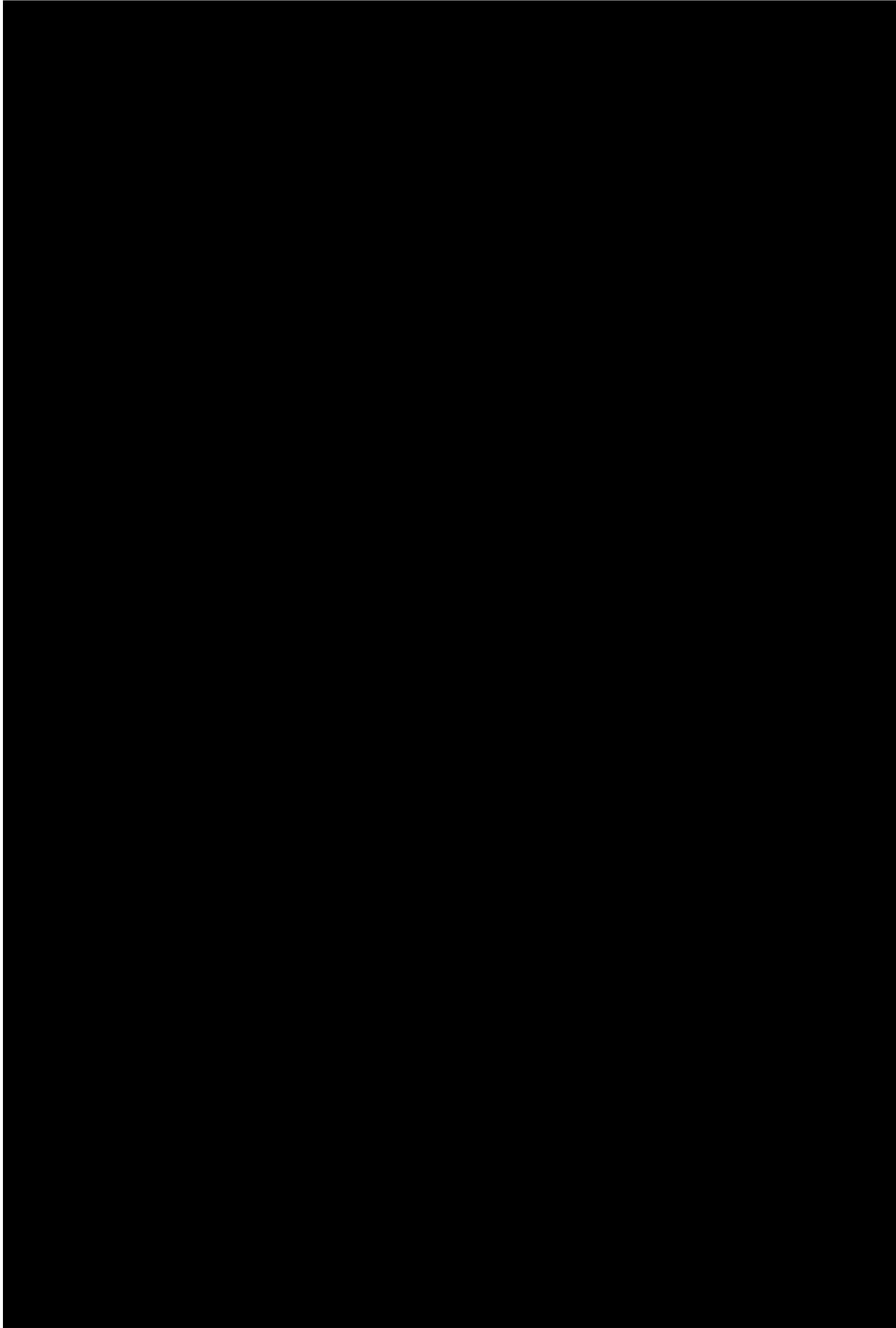
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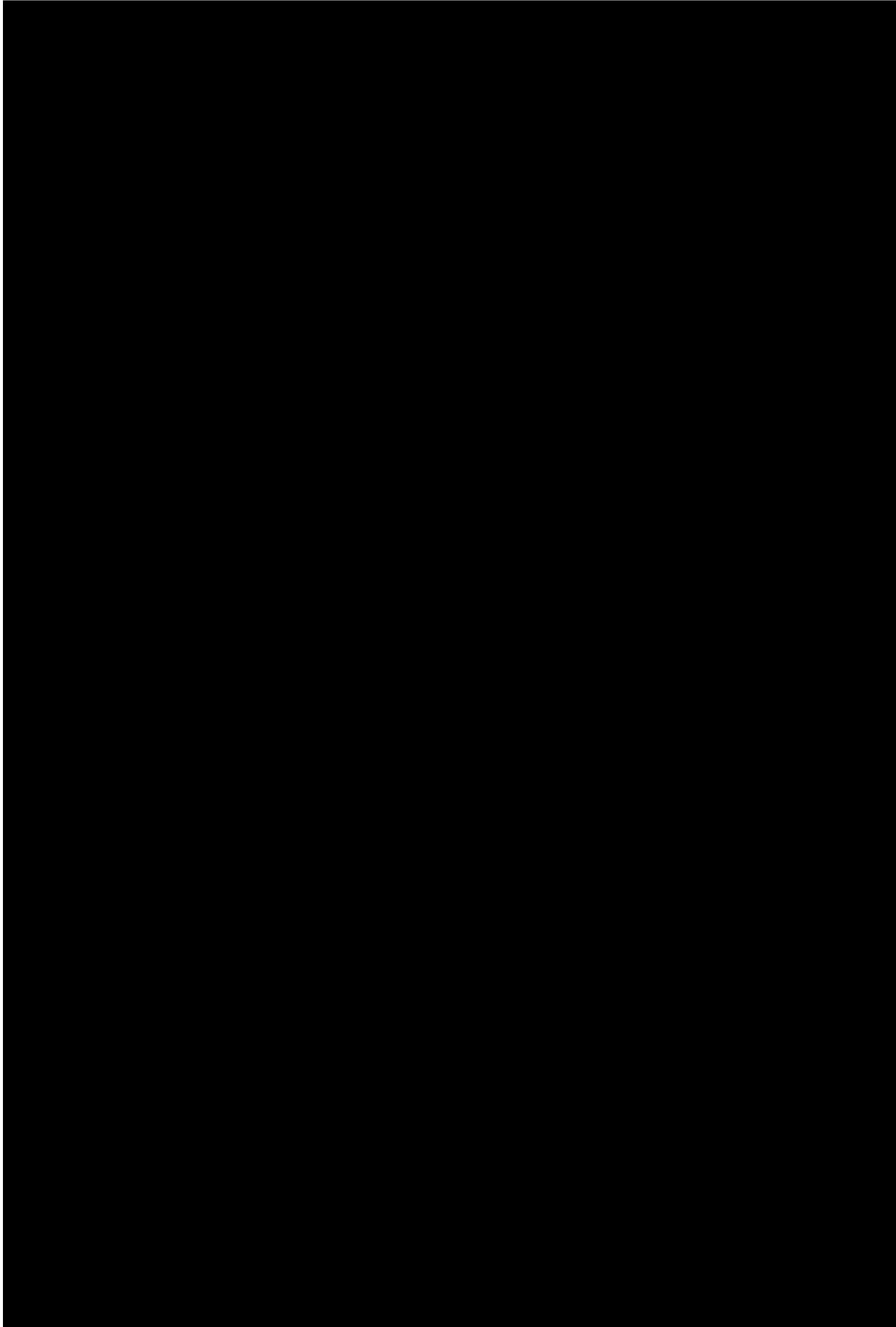
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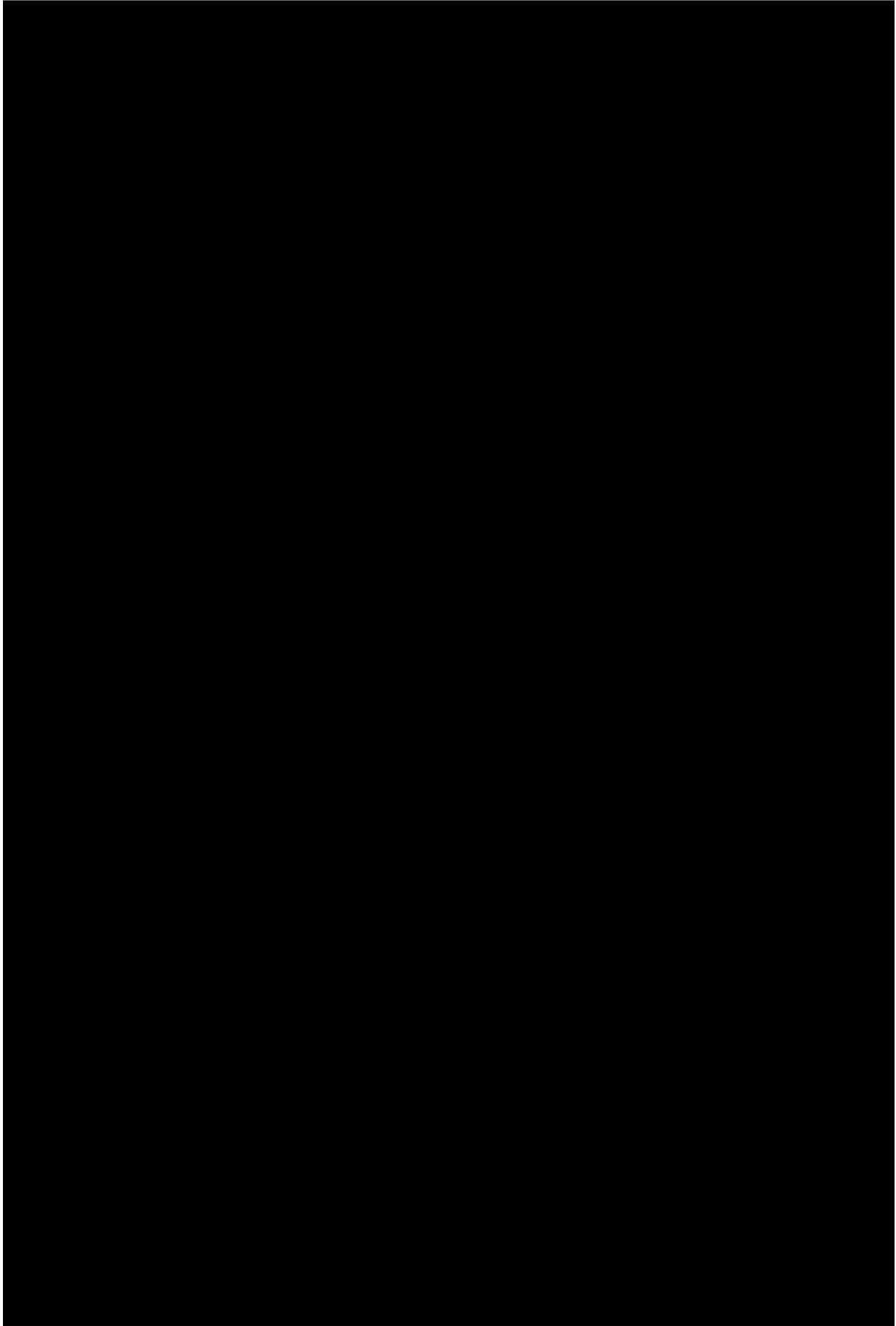
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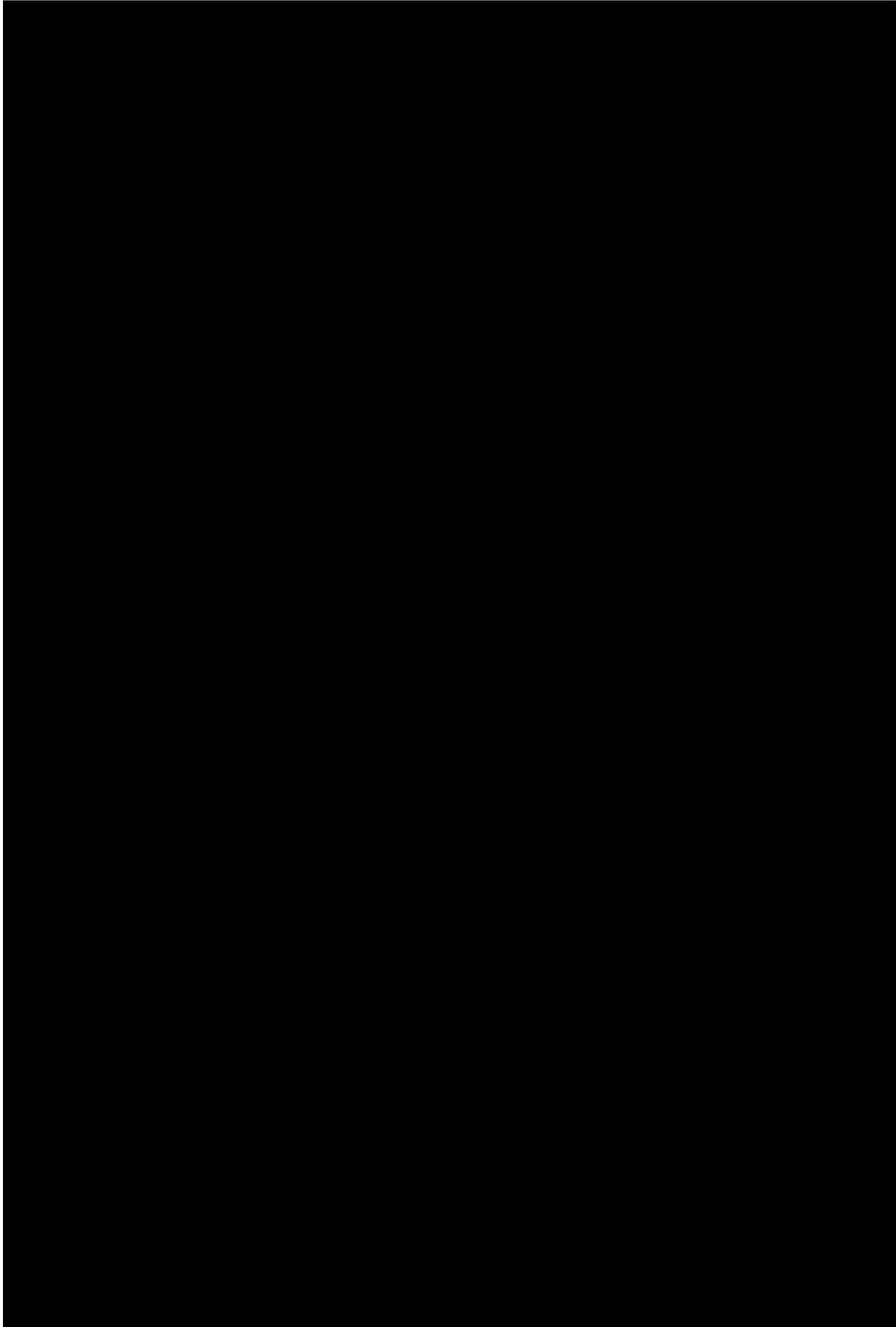
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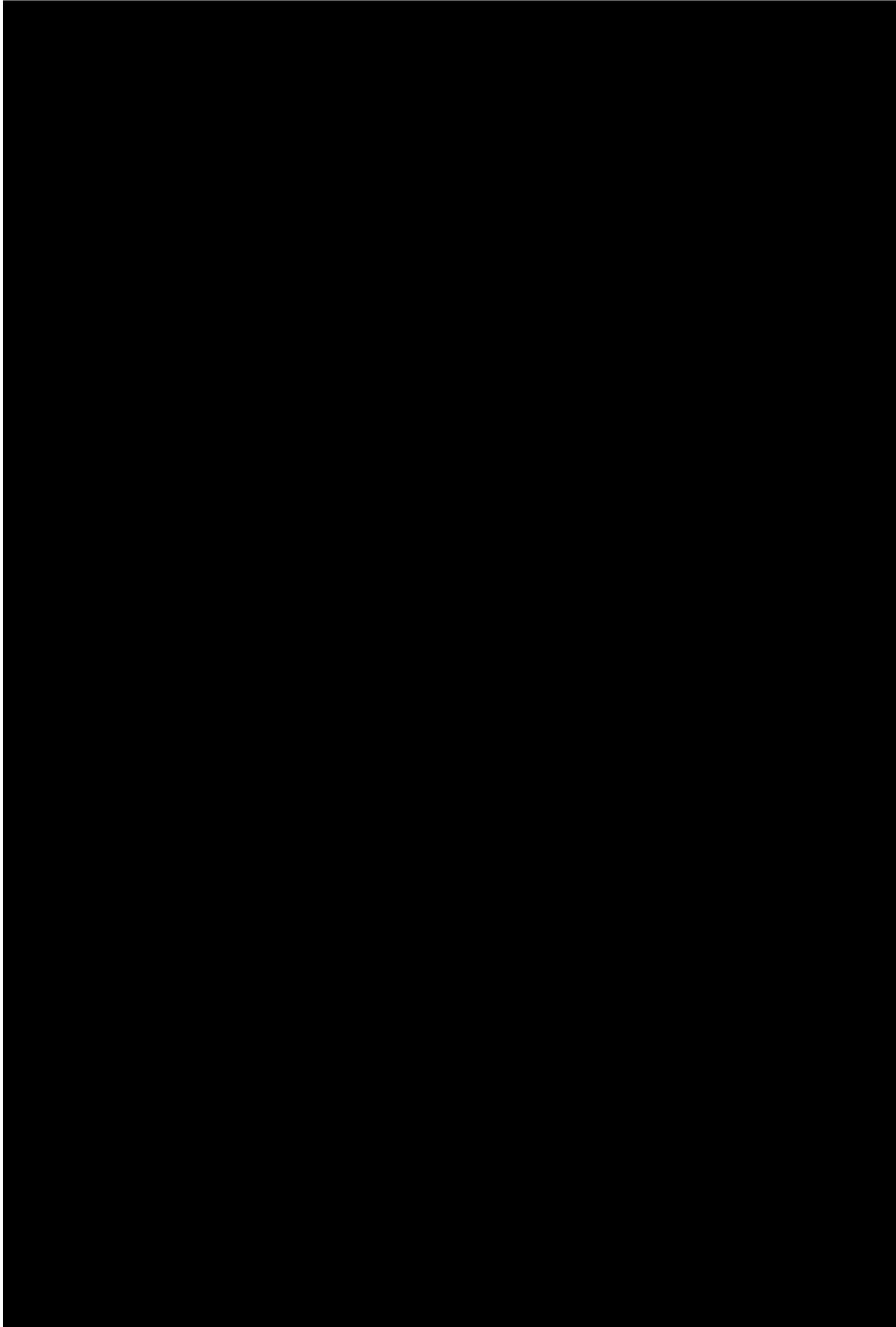
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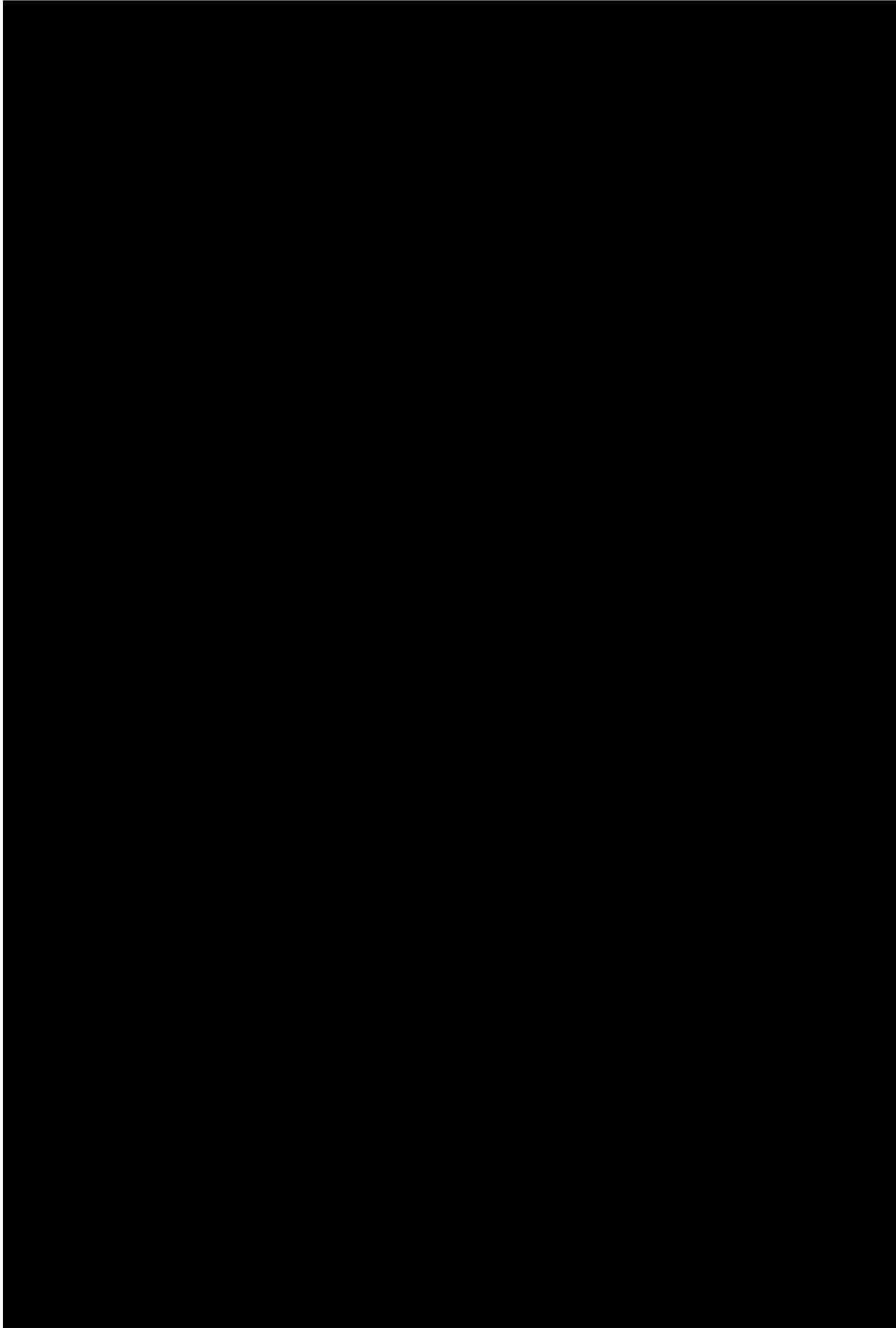
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