



Department  
for Environment  
Food & Rural Affairs

# Conditions of Contract Short Form Enhanced

October 2021

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Department  
for Environment  
Food & Rural Affairs

UK Health Security Agency ("UKHSA")  
5th floor, 10 South Colonnade,  
London,  
E14 4PU

Attn: [REDACTED]  
By email to: [REDACTED]

Date: 24/11/2023  
Our ref: **C20322**

Dear [REDACTED]

**Supply of Monitoring of Radioactivity in Air and Rainwater**

Following your tender/ proposal for the supply of **Monitoring of Radioactivity in Air and Rainwater to Environment Agency**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between **Environment Agency** for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] via Atamis e-procurement system within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.





Yours faithfully,




[REDACTED]  
Senior Category Officer  
Defra Group Commercial

## Order Form

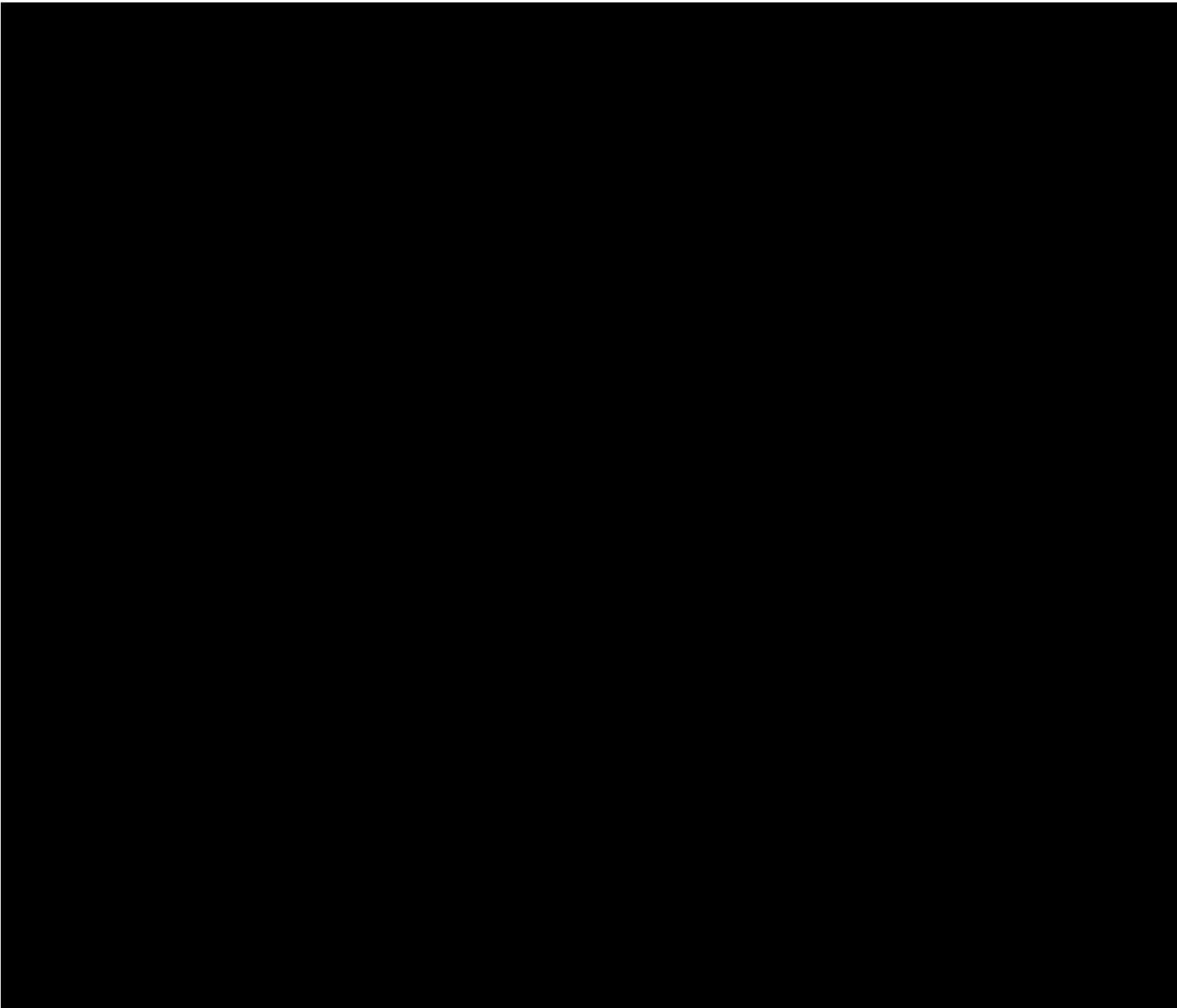
|                              |  |   |
|------------------------------|--|---|
| <b>1. Contract Reference</b> | C21923   |   |
| <b>2. Date</b>               | The date on which the signed Order Form is received by the Authority.  |   |
| <b>3. Authority</b>          | Environment Agency<br>Horizon House,<br>Deanery Road, Bristol,<br>BS1 5AH  |   |
| <b>4. Supplier</b>           | UK Health Security Agency ("UKHSA")<br>5th floor, 10 South Colonnade,<br>London,<br>E14 4PU<br><i>UKHSA is an executive agency of Department of Health and Social Care, and will be acting through its Radiation, Chemical and Environmental Hazards Directorate (RCED) based in Harwell Campus, Chilton, Didcot, OX11 0LQ</i>   |   |
| <b>5. The Contract</b>       | <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li> <li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li> <li>3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>).</li> </ol> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p> |   |
| <b>6. Deliverables</b>       | <b>Goods</b>   | None  |
|                              | <b>Services</b>  | To be performed at the Supplier's premises - [REDACTED] |
| <b>7. Specification</b>      | The specification of the Deliverables is as set out in Annex 2.  |   |

|   |  |
|---|--|
| <b>8. Term</b>                                    | <p>The Term shall commence on<br/> <b>01 December 2023</b> (the <b>Start Date</b>)</p> <p>and the Expiry Date shall be<br/> <b>30 April 2028</b> unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The service commencement date shall be <b>01 January 2024</b></p> <p>The Authority may extend the Contract for two periods of up to 24 months' each by giving not less than 3 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p> <p><b>01 May 2028</b> Commencement of first optional extension period<br/> <b>01 May 2030</b> Commencement of second optional extension period</p> <p>The maximum total contract period will be <b>8.5 years</b>.</p> |
| <b>9. Charges</b>                                 | <p>The Charges for the Deliverables shall be as set out in Annex 3.</p>  |
| <b>10. Payment</b>                                | <p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><b>[REDACTED]</b></p> <p>Alternatively, you may post to:<br/> For EA SSCL (Environment Agency)<br/> PO Box 797<br/> Newport<br/> Gwent<br/> NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>                   |
| <b>11. Authority Authorised Representative(s)</b> | <p>For general liaison your contact will continue to be</p> <p><b>[REDACTED]</b></p> <p><b>[REDACTED]</b></p>  |

|                               |   |   |
|-------------------------------|---|---|
| 12. Address for notices       | <b>Authority:</b><br>Environment Agency<br>Horizon House, Deanery Road, Bristol,<br>BS1 5AH<br>  | <b>Supplier:</b><br>UKHSA<br>Commercial Directorate, RCEHD, Harwell<br>Campus, Chilton, OX11 0RQ<br>  |
| 13. Key Personnel             | <b>Authority:</b><br>Environment Agency<br>Horizon House, Deanery Road, Bristol,<br>BS1 5AH<br>  | <b>Supplier:</b><br>UKHSA<br>Radiation, Chemical and Environmental Hazards<br>Directorate, 155 Hardgate Road, Glasgow, G51<br>4LS, Scotland<br> |
| 14. Procedures and Policies   | <p>For the purposes of the Contract the Sustainability Requirements are provided in the following policies</p> <p><b>EA 2025 Creating a better Place:</b> <a href="#">sustainability policy</a> and the commitment to reach <a href="#">net zero by 2030</a>.</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> |   |
| 15. Limitation of Liabilities | Clause 12.1   |   |

|  |  |
|--|--|
| <b>16. Insurance</b>   |  |
| <b>Signed for and on behalf of the Supplier</b><br>   |  |
| <b>Signed for and on behalf of the Authority</b><br> |  |

**Annex 1 – Authorised Processing Template**





## **Annex 2 – Specification**

### **TECHNICAL SPECIFICATION**

#### **MONITORING OF RADIOACTIVITY IN AIR AND RAINWATER**

**Contract No. C20322**

August 2023

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## INTRODUCTION

1. A programme of monitoring of radioactivity in airborne particulates, total deposition and rainwater has been carried out for many years. This monitoring programme was established by the United Kingdom Atomic Energy Authority (UKAEA) in the 1950s. The programme has produced one of the World's longest running and most comprehensive data sets on atmospheric concentrations of artificial radionuclides. The programme formed part of the UK Government's arrangements for meeting its obligations under Article 35 of the Euratom Treaty to monitor radioactivity in air, soil and water. Following the UK's withdrawal from this treaty the Government have committed to maintaining equivalent monitoring and the results are still provided to the Department for Energy Security and Net Zero (DESNZ), formerly the Department for Business, Energy and Industrial (BEIS). These results are published annually (Ref 1) The programme also provides supplementary data to the UK's Environment Agencies on the exposure of the public to radiation. This contract is managed by the Environment Agency's Reactor Assessment and Radiological Monitoring Team (RARM) on behalf of DESNZ.
2. As this monitoring programme also includes sites in Northern Ireland and Wales representatives from both the Northern Ireland Environment Agency (NIEA) and Natural Resources Wales (NRW) can have joint management input to the programme. This is to ensure that the needs of the devolved Governments are represented. The Environment Agency will be responsible for the overall management of the contract, placing of orders and payment of invoices.
3. The present contract for Monitoring of Radioactivity in Air and Rainwater covers monitoring up to the end of December 2023. This document specifies the technical requirements for a new monitoring contract.

### **Monitoring of Radioactivity in Air and Rainwater Objectives**

4. The objectives of the Monitoring of Radioactivity in Air and Rainwater programme are as follows:
  - To support the provision of data equivalent to that previously required under Article 35 of the Euratom Treaty
  - To contribute to providing a long-term measure on the state of the environment.
  - To provide background data for the Radiological Response and Emergency Management System (RREMS).
  - To support regulation under the Environmental Permitting (England and Wales) Regulations 2016 (EPR 16).

## Contract Term and Work Programme Overview

5. It is important to the Environment Agency that there is no break in the monitoring of radioactivity in Air and Rainwater at the change-over of contracts. To enable the sampling and analytical programme to continue efficiently from the 1<sup>st</sup> January 2024, , it is anticipated the contract will start on 1st November 2023 allowing for the various tasks and familiarisation processes, as detailed in the hand-over arrangements section, to be completed. The sampling and analytical components of the contract are to cover the next four calendar years from 1st January 2024 to 31st December 2027 inclusive (the contract will run until 30th April 2028 to allow for final reporting activities associated with 2027). Subject to satisfactory contractor performance and prevalent Environment Agency policy, the Environment Agency may wish to extend the contract for a further four years at two yearly periods to cover monitoring up to the end of calendar year 2031, with reporting by end of April 2032.

## MAIN PROGRAMME ACTIVITIES

6. A number of different tasks are required in carrying out the Air and Rainwater Monitoring programme as follows (and detailed in later sections):

| Task No | Task  |
|---------|---|
| 1       | Handover  |
| 2       | Sampling  |
| 3       | Laboratory Analysis                                   |
| 4       | Results reporting and interpretation                  |
| 5       | Provision of data to RREMS and the European Community |
| 6       | Site Visits   |
| 7       | Emergency Response                                    |
| 8       | Programme management and performance reporting        |

## DETAILED WORK PROGRAMME

7. Samples of airborne particulate and rainwater are to be collected at five sites in the UK, located at Aberporth (Ceredigion), Chilton (Oxfordshire), Conlig (Co. Down, NI), Leeming (N Yorks) and Orfordness (Suffolk).
8. Appendix 2 (Tables 2 & 3) provides information on sampling and analytical requirements, including information on sample bulking, determinands/analyses and detection limits required.

### Task 1 Hand-over Arrangements

9. The equipment used for sampling of airborne particulates and rainwater is the property of the Environment Agency and this will be available for use on this contract. The equipment is in continual operation in the field with samples taken up to the end of December 2023 being sent for analysis by the incumbent contractor.
10. At the end of the contract all the sampling equipment will remain the property of the Environment Agency and must be handed back in a serviceable order for use in any

further sampling programmes. The contractor will be required to facilitate a satisfactory hand-over to the follow-on contractor.

11. The Meteorological Office manage the sampling facilities at Aberporth and Leeming. The sampling station at Orfordness is managed by the National Trust and at Conlig by the Northern Ireland Environment Agency. The sampling station at Chilton is managed by the Rutherford Appleton laboratory. Contact details for these organisations will be provided after contract award so that contact can be made.

## **Task 2 Sampling**

12. Where required, fixed charges have been agreed between the Environment Agency and relevant site operators to cover the provision of this service by local personnel. These are paid directly by the Environment Agency apart from the site the National Trust operate at Orfordness, where costs are payable by the contractor and reimbursed by the Environment Agency.
13. Appendix 2 (Table 2) contains guidance on the sampling procedures which should be in use at the sites. These need to be confirmed with the sites and a statement on sampling procedures produced no later four (4) weeks after contract award.
14. It should be noted that supplies of suitable filter material will need to be sourced by the contractor and evidence to show the material meets the requirements of the contract (see Appendix 2) will need to be provided to the Environment Agency Programme Manager prior to use. Details of the material and manufacturer currently in use can be supplied to the successful bidder if required. A statement of how the requirements for validating the filter material will be achieved, and whether information on the current material will be required, shall be included in the tender submission (TM2).
15. Continuing from introductions undertaken as part of the hand-over arrangements, it is the contractor's responsibility to liaise with the local personnel throughout the programme and ensure good relationships are maintained.
16. The contractor shall provide the means of transport of samples back to the laboratory in a safe and secure manner. The need to ensure a chain of custody is detailed later.

## **Task 3 Laboratory Analysis**

17. Analyses shall be undertaken as detailed in Appendix 2 (Table 2). The required determinands and bulking requirements are presented for both the airborne particulate and rainwater samples.
18. The required limits of detection for each sample type are specified in Appendix 2 (Table 3) and in summary as Annex 1 of the Bidder Pack which should be completed as part of the tender, to indicate whether the specified limits can be met. If limits cannot be met tenderers shall provide alternative method specific detection limits. Details for and a definition of detection limit used shall also be included, these shall be consistent with the ISO standard for the determination of the characteristic limits [Ref 2]. (TM4).
19. Tender submissions shall clearly and concisely describe the analytical methods to be used for the various determinands during the contract term, including a description of the original method validation procedures and how continued performance is assured (with evidence for an example method). It is important that these summaries also clearly address how the initial sample bulking steps will be undertaken for both filter and

rainwater samples. Where significant differences in the methods occur for analysing solid and liquid sample types, these shall also be included (TM1).

20. These brief summaries shall also include details of all the major pieces of analytical equipment which will be utilised on the contract – see further details in the “equipment” sub-section of the “Quality Assurance” section. The Environment Agency reserves the right to review the contractor’s procedures in detail prior to contract award. After the contract has been awarded and prior to commencing work on year 2024 samples, the contractor shall submit detailed analytical procedures, within four (4) weeks from contract award, for approval by the Environment Agency’s Programme Manager. See further details below under “Quality Assurance”.
22. All determinands/analysis methods employed on the contract shall be accredited by the United Kingdom Accreditation Service (UKAS) or equivalent organisation. This is explained in greater detail below under “Quality Assurance”. It should also be noted that the Environment Agency has published an MCERTS performance standard for the radioanalytical testing of environmental and waste waters [Ref 3]. As there are only small numbers of applicable samples, with expected results at or close to method limits of detection, implementing this standard is not seen as a requirement for this contract. However, we would be happy to enter into discussions over the costs, benefits and practicalities of implementing this standard.
23. The Environment Agency requires that all sources of uncertainty are included along with the reported results at the coverage factor of  $k=2$  (this approximates to the 95 % confidence interval  $\sigma$ ). A clear statement on the sources of uncertainty considered and the way these are assessed and combined shall be included with the method summaries (TM1)
24. The contractor shall have processes in place to ensure that expertise of the contractor and any sub-contracted laboratory services is kept up to date and improvements are kept abreast of in relevant disciplines (QS2)

#### **Task 4a Results Reporting and Interpretation**

25. Requirements regarding administrative aspects and timelines for reporting are given in Appendix 1.
- 26. The complete results are to be reported on a quarterly basis, an electronic version of the report is required to allow efficient onward reporting.
- 27. The contractor must supply monitoring data electronically to the Agency in a format to be specified by the Environment Agency Programme Manager this will need to be compatible with Microsoft Access or Excel.

#### **Task 4b Results Trending**

28. To enable trending of the data, the past results are stored in a series of Microsoft Excel spreadsheets. The contractor is to maintain these spreadsheets to include all the results obtained during the course of the contract. Other trending / electronic data storage approaches could be used with approval of the Environment Agency Programme Manager.

#### **Task 5 Provision of Data to the European Commission and RREMS**

- 29. The contractor is to supply the results to the Joint Research Centre of the European Commission, Currently only data for  $^7\text{Be}$ , and  $^{137}\text{Cs}$  in air are required. There is a bespoke Radioactivity in the Environment Monitoring (REM) database which is downloadable from the JRC website and data entry is compatible with Microsoft Excel. If the database cannot be accommodated on the contractor’s IT system arrangements can be made to forward the

completed Excel spreadsheet. **(We are considering bringing this service in-house. Further details to be provided upon contract award)**

30. The contractor is also to supply the results as supplementary data to the RREMS database of environmental monitoring results on a quarterly basis, within two months of the sample analysis being completed. Access to the system will be arranged through the Environment Agency Programme Manager (approaching DESNZ) and data entry is achieved through the uploading of a completed Microsoft Excel based Approved Data Supplier (ADS) spreadsheet. (TM3)

- **Task 6 Site Visits**

31. Site visits are to be undertaken on an annual basis for maintenance and calibration purposes. Prices for visiting each site are required see Annex 4 - Pricing Schedule within the Bidder Pack. Sites will also need to be visited if there is a breakdown that the local samplers cannot fix. The individual site prices will be used, with adjustment for time spent on site if different to that for a maintenance/calibration visit. The procedure for carrying out the visits and a report format are to be agreed with the Agency's Programme Manager within 3 months of the contract award.

### **Task 7 Emergency Response**

32. In the event of an unexpected release of radioactive material to the atmosphere changes to the sampling frequency and analysis protocols may be required, these would be notified by the Environment Agency's Programme Manager. Out of hours contact numbers will be required for key personnel.
33. For additional work, the contractor will be reimbursed on a case by case basis in line with the costs, rates and charges detailed in Annex 4 – Pricing Schedule contained in the Bidder Pack.

### **Task 8 Programme Management and Performance Reporting**

34. The contractor shall manage the work undertaken in accordance with this specification, including the general administrative functions specified in Appendix 1 - General Contract Arrangements. In particular the Contractor shall attend progress meetings and provide performance information. If separate project management costs are envisaged these should be included separately in Annex 4 – Pricing Schedule contained in the Bidder Pack.
35. For any sub-contracted where, for example, the fieldwork and analytical components are delivered by different companies it is essential that the partners work together to achieve robust data reporting and efficient service delivery.
36. The Contractor shall provide information on the systems they have in place to track complaints and commendations (both in relation to quality and timeliness of delivery) including the mechanisms for taking action and the key performance indicators (KPIs). Evidence shall be provided to the Programme Manager as part of the progress meetings.
37. **Supplier Performance Measures (SPMs)**  
The Environment Agency Programme manager will measure the contractor's performance throughout the contract term using a defined set of metrics. Details are contained in appendix 1 of this specification – Progress Reporting.  
The Programme Manager will review the contractor's performance against these measures in the progress meetings.

Persistent or serious failings by the contractor to meet the agreed SPMs may result in the contract being terminated due to poor performance. This information will also be recorded and may be used to inform future tender evaluations.

## **Task 9 Maintenance and Procurement of Air Sampling Equipment**

38. All capital equipment (such as the HVAS and calibration equipment) is to be maintained and kept in good repair. The cost of repairs will be paid at cost by the Environment Agency. Prior approval for the purchase and installation of additional capital equipment or replacement parts costing more than £500 will be required from the Environment Agency's Programme Manager. For items over £5000 - three quotes shall be obtained to fulfil the Environment Agency's procurement rules.
39. The contractor will undertake the annual calibration and PAT testing of the high volume air sampling stations to maintain performance levels stated in Appendix 2.
40. It is the responsibility of the contractor to ensure that the equipment is maintained so that it is safe and suitable for use. The contractor should satisfy themselves that this is the case. The contractor shall also respond to, and rectify, any health and safety concerns raised by the sampling site staff and inform the Environment Agency Programme Manager.
41. The Environment Agency have recently commissioned a scoping study to establish the merits of upgrading the existing high volume air samplers (HVAS). Accordingly, during the term of this contract, we may require the contractor to procure or build a system.

Costs would be agreed based on actuals for any equipment purchased, and hourly rates for procuring and installing equipment.

## **ANALYTICAL LABORATORIES**

42. Regarding the access to analytical laboratories for services required on this contract, account will be taken of the practicalities of where analytical facilities are located. The Environment Agency has a number of considerations in this regard as follows:
  - As the Environment Agency we need to apply one of our principle aims as set out in the Environment Act 2021, which is to discharge our functions towards the objective of achieving sustainable development. Our policies endeavor to minimise our carbon impacts and we would expect the same commitment from our supply chain. Evidence shall be presented to demonstrate your commitment to achieving an environmental outcome in line with this principle, to also include consideration of the potential impacts of long distance transport where relevant.
  - The work is likely to lead to a number of small shipments of samples and we would need to be reassured that efficient and legally compliant trans-frontier shipments (where applicable) could be undertaken.
  - Samples must be disposed of in accordance with current legislation.

Tender submissions shall indicate how our considerations shall be met for the analytical laboratories proposed for undertaking the work. **(ES3)**.

## **QUALITY ASSURANCE**

### **Company Quality Management System**



43. After contract award the company Quality Assurance manual for internal quality control, information regarding participation in external quality control schemes and information on accreditation under UKAS (or equivalent) shall be made available to the Environment Agency Programme Manager on request.

### **Quality Plan for Contract**

44. Following contract award, the contractor shall submit a Quality Plan for the contract, (including interfaces between consortium partners or sub-contractors where appropriate) a draft shall be provided to the Environment Agency Programme Manager for approval within one month of the start of the contract. The main objective of the Quality Plan will be to demonstrate how the contractor will meet the requirements of the work scope activities as stipulated in this Technical Specification. The Quality Plan shall include details of:
- The quality objectives to be attained.
  - The contractor's company/team structure (for relevant staff involved on the contract).
  - Allocation of specific responsibilities to work scope activities and authority throughout the contract.
  - List of relevant procedures, methods and working instructions etc.
45. The Quality Plan, once agreed by the contractor and the Environment Agency, is expected to stand for the life of the contract, although amendments may be made by mutual agreement.

### **UKAS Accreditation**

46. The contractor and or any subcontracted laboratory services, shall hold and maintain UKAS accreditation (or equivalent) under the BS EN ISO/IEC 17025 (latest version). 'General requirements for the competence of testing and calibration laboratories' standard for all the determinands/analysis methods involved in the work programme, listed in Appendix 2 of this specification, for the lifetime of the contract. The contractor, and any subcontractor used by the contractor, shall achieve such accreditation within 6 months of the date of contract award. It is expected that most tenderers will already hold a range of the necessary accreditations at contract award and they will be scored accordingly. However, tenderers with no such accreditations will not necessarily be discounted so long as they have a commitment to achieving UKAS accreditation within 6 months of the date of contract award.
47. Tenderers shall return the list of the required UKAS accredited analyses see Annex 3 – UKAS Accreditation Requirements within the Bidder Pack Bidder Pack. indicating the methods for which they currently hold UKAS accreditation. In cases where UKAS accreditation is currently not held, tenderers shall offer a date by which such accreditation will be secured (such timescales must allow for UKAS' own time for assessment activities) (QA3)
48. The list of UKAS accredited determinands/methods will be continuously reviewed during the lifetime of the contract. The Environment Agency may require the contractor to obtain/hold UKAS accreditation for additional determinands/methods should the need arise. Conversely, it is possible that the Environment Agency may agree to determinands/methods being deleted from the list of requirements in the event that they are no longer needed. All changes to UKAS accreditation requirements shall be agreed with the Environment Agency Programme Manager.
- 49. Failure to achieve the required key UKAS accreditations within 6 months of the date of contract award shall be deemed to be a breach of contract, unless circumstances are outside the control of the contractor. The Environment Agency reserves the right to have

samples analysed at a UKAS accredited laboratory at the contractors' expense if accreditation for the analyses is not achieved in the required time period.

## Documentation

50. Operating procedures will be required from the contractor, prior to the programme commencing to cover:
  - Sampling
  - Analysis (determinands listed in the Sampling and Analysis Requirements (Appendix 2)).
51. These are to specify the details of methods used and where appropriate detection limits and uncertainties. Also evidence of how the results will be representative and traceable. Sampling procedures, where appropriate, shall detail the optimum conditions under which samples are to be stored to eliminate or minimise loss of the principle constituents under investigation.
52. Detailed procedures shall be provided to the Environment Agency Programme Manager no later than 31<sup>st</sup> December 2023. Provision for analysing reagent and filter blanks should be included. Following approval of these procedures, the contractor is required to issue the Environment Agency's Programme Manager with controlled copies of the procedures. Updates for these procedures shall be required when substantial changes are made. The Environment Agency reserves the right to review the contractor's procedures in detail prior to contract award.
53. Only members of the Environment Agency's Reactor Assessment and Radiological Monitoring Team will have access to the procedures. The procedures will be treated in confidence and information will not be divulged to third parties without express written permission from the Contractor. We envisage there would be occasions where members of the Department for Energy Security and Net Zero (DESNZ) would request details of a method, again permission would be sought before providing this information. The procedures will be returned at the end of the contract.

## Inter-comparisons

54. The contractor's (or subcontractor's) laboratory to be used for this contract, is to participate in national/inter-national (e.g. NPL) inter-laboratory comparisons (a minimum of two per year) to assist in quality control checking. Where possible inter-comparisons should be chosen which relate not only to relevant determinands, but also relevant media. Internal QC inter-comparison samples could be used where difficulties are encountered. The results, along with their interpretation, identification of anomalies and recommendations for improvement are to be made available to the Environment Agency Programme Manager in a written report within 3 months of the inter-comparison exercise, these results will be treated in confidence.
55. Evidence of performance (results and acceptability) in all the inter-comparison exercises, with determinands relevant to the requirements of this contract, in which you (or subcontractors laboratory) have participated in shall be provided on an annual basis and will be considered as part of your performance management. We would expect these to include gamma spectrometry and <sup>3</sup>H (QA2).
56. The Contractor or their sub contractor may also be required to take part in Environment Agency initiated inter-comparisons with other contract laboratories to assess compatibility between monitoring results and give baseline data. Arrangements would be agreed as necessary and payments will be made in accordance with analytical basket prices provided in Annex 4 - Pricing Schedule contained in the Bidder Pack.

## Personnel

57. The contractor (including key sub-contractors) shall provide suitably experienced and qualified personnel to undertake this contract. Information of all specific staff proposed for deployment on this contract including curriculum vitae and team structure are to be submitted with the tender returns (QS1).

Information on the availability of personnel to this contract and possible conflicting requirements on their time are also to be provided. The personnel and their commitment to the contract will be approved by the Environment Agency and once the contract is let. All proposed changes to key personnel shall be notified to the Environment Agency Programme Manager and are subject to their approval. (QS2)

## Equipment

58. The Contractor, including sub-contractors, shall provide and maintain suitable analytical equipment to undertake this contract. Information on the amount and type of equipment for use on this contract will be provided to the Programme Manager at contract start-up. The Environment Agency reserves the right to examine relevant maintenance records at any time during the contract period. The suitability of the equipment proposed for the contract will be approved by the Environment Agency Programme Manager prior to the contract commencing or during the contract term if any changes occur (QE1).

## Calibration

59. All equipment and instruments used whether on-site or within a laboratory, are to be suitably and regularly calibrated, and carry calibration records. Records of calibration shall be provided to the Environment Agency Programme Manager upon request.

## Standards

60. Where they exist, British Standards or other comparable internationally recognised standards shall be used. Relevant Environment Agency technical guidance notes shall be referenced. During the course of the contract, the contractor shall make the Environment Agency aware of any additional or new technologies or techniques which become available if they are considered to be superior to current methods or otherwise relevant to work on the contract.

## HEALTH, SAFETY AND ENVIRONMENT

61. Health and safety are a prime concern for this contract and the successful contractor will need to demonstrate a clear commitment to maintaining a high standard on all health and safety matters, including with sub-contractors if used. There will be a regular requirement to show how H&S training is being carried out, company reporting procedures are being maintained along with evidence of your continued commitment to the process (HS1).
62. The Contractor (and any sub-contractors used by the Contractor) shall operate health, safety and environmental policies which are acceptable to the Environment Agency and consistent with the Environment Agency's own policies, values and practices.
63. Information on the main risks in respect to Health and Safety, linked to the provisions of this contract are to be provided including:
- a) how you will mitigate any perceived risks/issues
  - b) how you will monitor, record and review those risks

- c) how you will identify and manage new risks that are identified
- d) how you might improve on your health and safety results annually.
64. The Contractor will be a representative of the Environment Agency and as such high standards of attitudes to safety, behavior and professionalism are required. The Contractor and any sub-contractors used are required to provide adequately trained, safety conscious and experienced staff for execution of all work under the contract – both at the Contractor's laboratory and when visiting sites for sample collection (HS1). All equipment used by the Contractor and any sub-contractors on the contract shall meet all necessary safety standards required.
65. The Contractor is to regularly monitor his/her own health and safety performance and that of any sub-contractors used, in respect of this contract and must be able to demonstrate this to the Environment Agency Programme Manager on request or as part of the quarterly Supplier Performance Measures (SPM) review.
66. Teams undertaking site visits should not normally work for more than 10 hours per day, including travel time. Under exceptional and infrequent circumstances this can be extended to 12 hours.
67. The contractor or their sub-contractor is to have satisfactory health and safety procedures and training in respect of staff driving vehicles to/from sampling/monitoring locations (HS1).
68. The contractor and any sub-contractors shall adhere to all rules and procedures applicable to that site when working on third party sites.
69. The contractor is to provide a contact name and telephone number for emergency use outside of normal working hours

## **Risk Assessments**

### Field-based

70. A risk assessment shall be undertaken for each sampling location. The risk assessment is to be written when visiting the sampling locations for the first time and reviewed at each subsequent visit to the site. Issues to be considered in this respect include, but are not limited to (HS1):
- Working on third party operational sites
  - Environmental hazards.
  - Sample handling.
  - Travelling/driving to and from sampling/monitoring locations.
  - Carrying samples (some of which contain acids/preservatives) in vehicles from sampling location to the contractor's laboratory.
71. The risk assessments shall be made available to the Environment Agency's Programme Manager on request. If for any reason during a sampling visit conditions are deemed unsafe, work must not be carried out and the Environment Agency Programme Manager shall be notified immediately.

### Laboratory-based

72. All laboratory based work is to be undertaken following and in accordance with an appropriate COSHH assessment. Where appropriate, work shall also be undertaken in accordance with the Ionising Radiation Regulations 2017. (HS2)

## Reporting of Incidents

73. The contractor shall have a procedure for reporting and recording Health and Safety or Environmental incidents relating to this contract. Safety accidents/incidents shall be reported to the Environment Agency Programme Manager as soon as possible after the event, but certainly on the same day. A copy of the contractor's incident report shall be faxed/emailed to the Programme Manager within one working day of the incident.
74. "Near-misses" (an unplanned event that did not result in injury, illness or damage, but had the potential to do so) shall also be reported to the Environment Agency Programme Manager within 3 working days.

## Environment and Sustainability Performance (ES1) and (ES2)

75. The Environment Agency places particular importance on maintaining good public relations with the individuals and communities with whom it works and expects all its suppliers to maintain the highest levels of environmental and sustainability performance. It is particularly important that suppliers know and fully understand the role of the Environment Agency as a regulator and champion in relation to the environment and we expect all of our suppliers to rigorously ensure that works for us do not give rise to pollution or other environmental incidents through high standards of environmental management.
76. The Environment Agency's sustainability requirements are set out in our 5 year action plan – EA 2025 and in our e-mission 2030. Together, they reflect our aspirations to create a better place and the commitment to reach net zero by 2030. We will require the successful bidder to submit a sustainability plan within 6 months of the contract start date. The plan will need to include your proposals relating to:
  - An estimated baseline of carbon emissions for the programme, including its scope and how it has been calculated.
  - Identification of key sustainability impacts.
  - Minimisation of wastes.
77. The contractor shall provide information on their understanding of the environmental impacts from this work (including carbon footprint) and on how they are planning to improve their environment and sustainability performance and minimise the impact of activities on the environment, both, on and off site (Question ES1 and ES2).
78. The contractor and any sub-contracted laboratory service shall hold and maintain independent certification of their Environmental Management System under ISO 14001 or equivalent, for the lifetime of the contract. It is expected that tenderers will already be accredited to this standard. Tenderers not currently accredited will still be considered as long as they are committed to achieving this accreditation within 12 months of contract award.

## Audits

79. It is expected that the contractor's company will periodically carry out both internal Quality Assurance Audits and Safety, Health and Environment Audits appropriate to the contract (or on the department or sub-contractor which carries out work on this contract). The contractor shall provide details of such audits (in particular, non-compliances, observations and corrective actions) to the Environment Agency Programme Manager upon request.
- 80. The Environment Agency reserves the right to audit the contractor periodically. The main focus of Agency audits is to ensure that the contractor (and any sub-contractors) is fully compliant with the requirements of the contract as laid down in this technical specification. Environment Agency audits will pay particular attention to both Quality Assurance (QA) and

Safety, Health and Environment (SHE) issues. The Environment Agency audits will be complimentary to UKAS surveillance audits and may cover aspects which are not subject to UKAS accreditation in order to provide additional reassurance to the quality of the work. To facilitate this the contractor shall make available any UKAS audit report findings relating to this contract to the Environment Agency Programme Manager upon request.

- 81. Audits will normally be carried out by Environment Agency staff, although the Environment Agency reserves the right to involve third party organisations (eg consultants) in audits if it so wishes. Audits may cover work carried out in the field as well as work carried out at the contractor's laboratory. Audits shall be conducted at the Environment Agency's own expense and the Environment Agency will seek to act reasonably and provide advance notice unless for the purposes of the audit notice is not able to be provided.
- 82. Environment Agency audits will be followed by audit reports which will be copied to the contractor. As well as making general comments and recommendations the audit reports will specify any non-compliances and observations found. The contractor is under obligation to rectify all non-compliances on a timescale to be agreed at the time with the Environment Agency Programme Manager.

## **SUB-CONTRACTING**

- 83. Any intention to use sub-contractors for key work scope activities, other than those already agreed at the time of contract award (if any), must have the prior approval of the Environment Agency Programme Manager. The Environment Agency reserves the right to refuse permission for such sub-contractors if it has reservations, however, permission shall not be unreasonably withheld.
- 84. Where sub-contracted laboratory services are to be used, details of the sub-contractor's staff, facilities, equipment, QA/QC, methods etc must be provided to the Environment Agency and should at least be of comparable quality to those of the main contractor.

## **INFORMATION HANDLING**

- 85. All results and all information obtained by the contractor through the execution of this contract will at all times remain the property of the relevant Environment Agencies of the countries of the UK where monitoring is undertaken (i.e. Environment Agency, Natural Resources Wales and Northern Ireland Environment Agency) and DESNZ. The contractor is forbidden to either use for his/her own purposes or pass on to others information so gained. Any use or disclosure of such information will result in termination of the contract and possible prosecution.

## **CONFLICTS OF INTEREST**

- 86. This programme is designed as an ambient background programme not targeted at any particular nuclear licensed site and as such undue conflicts of interest are not expected to arise. However, we would like to be made aware of your undertaking any air and rainwater monitoring for nuclear sites (currently or in future), so we can determine what, if any, mitigating measures are required (CI1).

## **REFERENCES**

- 1. Environment Agency, Food Standards Agency, Food Standards Scotland, Natural Resources Wales, Northern Ireland Environment Agency, and Scottish Environment Protection Agency. Radioactivity in Food and the Environment.

<https://www.gov.uk/government/publications/radioactivity-in-food-and-the-environment-rife-reports>

2. Determination of the characteristic limits (decision threshold, detection limit and limits of confidence interval) for measurements of ionising radiation - Fundamentals and application ISO 11929 Parts 1 – 4 (2019 onwards).
3. Performance Standard for Organisations Undertaking Radioanalytical Testing of Environmental and Waste Waters. (MCERTS) Environment Agency, May 2012.

- **APPENDIX 1**

- **GENERAL CONTRACT ARRANGEMENTS**

## **DESIGNATED ENVIRONMENT AGENCY RESPONSIBILITIES**

### **Programme Manager**

1. The Environment Agency's Programme Manager (PM) / Contract Supervisor is the single focus of contact between the Environment Agency and the Contractor. Contact with others including Environment Agency staff, must be reported to the Programme Manager without delay.

### **Contractor Liaison**

2. In respect of the programme of work, its execution, scope and pricing, the Environment Agency's Programme Manager or his/her authorised (in writing) representative(s) shall be the sole person(s) authorised to issue instructions to the Contractor on behalf of the Environment Agency. We will be working in collaboration with Natural Resources Wales (NRW) and the Northern Ireland Environment Agency (NIEA) so representatives from these organisations may be introduced with authorisation.

### **Communications**

3. It is expected that all normal communication methods will be employed between the Environment Agency and the Contractor i.e. telephone, email, Teams. Documents produced in electronic format will need to be produced using the Microsoft (MS) Office suite of software. The mandatory requirements are for MS Word (for documents), MS Excel (spreadsheets) and MS Access (databases). It would also be advantageous if the Contractor also used MS Project (Gantt chart programmes) and MS PowerPoint (presentations).

## **WORK SCOPE / CHANGE CONTROL**

### **Scope Changes**

4. During the course of the contract it is possible that some changes to the work scope specified in the Technical Specification may be required.
5. The individual prices for analyses etc provided in Annex 4 – Pricing Schedule within the Bidder Pack will be used for costing work added/deleted from the specification. In the case of any major or non-routine changes to the work scope, these will be discussed with the contractor on a case-by-case basis if/when they arise.

## **PROGRESS REPORTING**

### **Meetings**

6. The contractor shall attend meetings with the Environment Agency Programme Manager, and representatives of NIEA and NRW if they wish to attend, to discuss progress and other issues relating to the contract. These meetings will normally alternate between the Programme Manager's office and the contractor's office (the default being the Programme Manager's office).
7. The contractor shall take the minutes of all meetings and provide a draft version to the Environment Agency Programme Manager for approval (the Environment Agency



Programme Manager will also seek approval from (NIEA and NRW, if required) within 4 weeks of the meeting.

#### **Start-up Meeting**

8. Following the award of contract the Programme Manager will arrange a start-up meeting. Issues to be covered at this meeting include a detailed review of the technical specification to confirm mutual understanding. Any technical issues will be discussed.

#### **Progress Meetings**

9. These meetings will usually be held at 6 monthly intervals. Issues to be discussed will include the current progress status and technical issues arising from this, health and safety, contractual, financial and quality assurance matters. Supplier performance will also be discussed as part of these meetings.

#### **Close-out Meeting**

10. At the end of the contract period, when the Programme Manager is satisfied that the contract deliverables have been satisfactorily delivered, a meeting will be held to review the work undertaken on the contract and any outstanding issues. A review of any technical, safety and QA/QC issues arising will be undertaken with the aim of learning from the contract. The contractor will be required to undertake a full-handover with any new incoming contractor.

#### **Performance Reporting**

11. To enable the Environment Agency to track the performance of the contract, quarterly status reports will be required. These will include information on the performance of the sampling stations (eg stoppages in air sampling, maintenance costs), progress on sampling and analysis against the schedule and actual spend against budgeted spend for the appropriate quarter.

#### **RESULTS REPORTING – QUARTERLY REPORTS**

12. The results are to be reported on a quarterly basis, electronic reporting is preferred. The reports shall include sample details (including information on any disruption to air sampling etc), the results together with their uncertainties and a brief discussion of any significant/unusual results. All results shall be quality checked before issue including a check for internal consistency within the data.

#### **Timescales**

- 13. The contractor will ensure that quarterly reports are delivered to the Environment Agency Programme Manager as follows:
- **Approval version**
- 14. Results are to be reported within one week of the end of the calendar quarter following receipt of the samples. For example, samples collected during Q1 2024 (January – March) are to be analysed by the end of June 2024 and results reported by 7<sup>th</sup> July 2024.
- **Final version**
- 15. Once the Environment Agency Programme Manager had notified the contractor that the report has been approved the required electronic copies (amended if necessary) are to be sent within 5 working days.

#### **Timeliness / Late Reporting**

16. The reporting of results are required within the specified time-scales to enable the Environment Agency to take appropriate action on those results in the exercise of its regulatory responsibilities. Time is therefore of the essence and the Agency reserves the right to reject reports on the basis of late delivery and adjust or with-hold payment, or to make other arrangement for the production of such reports in which case any additional charges will be charged to the contractor.

## **Approval Process**

17. An initial electronic copy of the report will be forwarded to the Environment Agency Programme Manager for comment and approval. Comments and queries will be made via the use of a test plan and approval given when the test plan is finalised. A system for allowing sign-off of the report by both the contractor and Environment Agency will need to be developed – ideally by using electronic signatures if their security can be guaranteed. The Programme Manager will complete the report sign-off when he/she is satisfied with the report and this is to be included with the issued report. Further approval may be sought from NRW and NIEA if they require this.

## **ARCHIVING**

### **Sample Archiving**

#### Samples not subject to loss/change on storage under 'ideal' conditions

18. The Environment Agency may wish to request repeat analysis at a later date on any samples taken where the principal constituents under investigation are not subject to loss or change during storage under 'ideal' or acceptable conditions. The sample residues are to be retained and archived for a period of 12 months from the date of reporting of the results.

#### Samples subject to loss/change on storage

19. Where it is known or envisaged that the principal constituents of a sample under investigation will be lost within a defined period of the sample being taken from the source, the contractor will institute, with prior agreement of the Environment Agency Programme Manager, the necessary procedures within the analysis regime to minimise or eliminate such loss. This will provide the Environment Agency, should repeat analysis of the sample be required, with analytical results which most accurately reflect all the conditions at source under which the sample was originally obtained. Where appropriate suitable carriers should be added to the samples.

### **Paperwork Archiving**

20. All documents pertaining to the contract shall be kept for the duration of the contract and for a period of 12 months following the end of the contract.

### **Electronic Archiving**

21. All electronic files pertaining to the contract should be kept for the duration of the contract and for a period of 12 months following the end of the contract.

## **INVOICING**

### **Procedure for Invoicing**

22. All invoices relating to this contract should be submitted to:  
Shared Services Connected Ltd

Sortation Ref 601  
Phoenix House  
Newport  
NP10 8FZ  
Or E-Mail: [REDACTED]

Supporting documentation (i.e. an Advice Note) giving a breakdown of the amount being claimed on each invoice should be submitted to the Programme Manager / Contract Supervisor for authorisation prior to any invoice being submitted. In order to ensure prompt payment all invoices should quote the relevant order number.

23. The advice notes are to be sent at quarterly intervals to the Environment Agency Programme Manager for each completed issue of reports. They should not be submitted until the work is completed i.e. results reports have been issued.
24. Advice notes involving a change to the Contract price shall be accompanied by the information necessary to support that change.

#### Price Adjustment

25. In the event that samples are not obtained from specific sites when required, and hence analyses are not undertaken, a price adjustment will be made to the quarterly invoice for analysis costs. The adjustment will be based on the individual prices given in Annex 4 – Pricing Schedule – of the Bidder Pack

#### Payment Terms

26. The Environment Agency shall pay each invoice within 30 days of receipt of Invoice as detailed in the Conditions of Contract.

#### Overpayment

27. In the event of overpayment for any reason, such over payment shall be recoverable by the Environment Agency from the Contractor. Credit notes of similar format to the invoices will be issued.

### **LEGAL ASPECTS OF WORK PROGRAMME**

#### Chain of Custody and Audit Trail

28. An audit trail of all samples shall be maintained from the point of collection to final analysis. It should be possible to demonstrate that samples and the analytical process cannot be tampered with at any stage of the process.
29. A chain of custody record is required for all samples taken (TM2). The record must give the sampling date and time and the identity of the person taking the samples. The record will show the identity of the person taking responsibility for the custody of the samples. The record must be continuous and show the time and date when samples were passed from one person to the next. The samples must be sealed and kept under lock and key in such a way that the custodian is the only person with access. If there are any special storage requirements, there should be procedures to ensure that these are maintained.
30. In the event of a prosecution being brought by the Environment Agency, evidence of the operation of this system may be required by the Court. The Contractor may be called by the Court to give evidence.

#### Storage and transport

31. The samples will need to be transported to and stored in the laboratory in a secure manner under storage conditions that minimise or eliminate loss or change of the principal constituents under investigation. The methods employed for secure transport, storage and stabilisation must all be rigorous enough to withstand scrutiny in a court of law.

#### **Data protection**

32. Personal data held by the Contractor on behalf of the Environment Agency shall be held in compliance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018

#### **INSURANCE**

33. 

- **APPENDIX 2**
- **SAMPLING AND ANALYSIS REQUIREMENTS**

### **Particulate Sampling**

Samples of airborne particulate are collected continuously at a height of one metre above ground level. The filters are changed weekly at Aberporth, Chilton, Leeming and Orfordness. At Conlig the filter is frequently inspected and changed as and when required, but is always renewed on the first day of each quarter.

At the sites known quantities of ambient air are drawn continuously through polypropylene fibre filters in the form of a flat sheet. The filter medium retains more than 95 % of particles of 0.3  $\mu\text{m}$  aerodynamic diameter.

Sampling rates are 2000  $\text{kg}$  of air  $\text{d}^{-1}$ , with dimensions of the exposed filter surface measuring 23 cm x 18 cm, at all sites other than Chilton. At Chilton the sampling rate is 10000  $\text{kg}$  of air  $\text{d}^{-1}$  and the dimensions of the exposed filter are 37cm x 47cm.

The sampling pumps are of the centrifugal fan type and operate continuously. Airflow is calculated by measuring the pressure drop across an orifice at the outlet of the pump and calibration is undertaken using Flow Kinetics™ LLC FKT series equipment, belonging to the Environment Agency. This is a portable, self-contained micro-processor based process/pressure acquisition system which, when used in conjunction with a Pitot Static tube, can measure air mass flow. Calibration is achieved by changing the air sampler's mass flow by varying the thickness of filter material housed in the sampler inlet (filter head) whilst noting the corresponding pressure reading on the manometer. This calibration system allows correlation of the site manometer readings (read daily, in units of cmWG or kPa depending on site) and mass flow rate of air ( $\text{kg hr}^{-1}$ ).

### **Rainwater Sampling**

Rainwater samples are collected through plastic funnels mounted above bottles which contain known amounts of carrier solution which prevent adsorption (of the radionuclides) to the walls of the container. There are different sample collection requirements for each site – see Table 1. The different funnel sizes represent separate funnel/bottle collection systems and analysis requirements (see later).

The 900 mm and 250 mm diameter funnels are made from rigid plastic such as high-density polyethylene. The collection bottles (typically 2.5 l, 5 l and 25 l for larger funnels) are made from polythene with a water tight screw cap. Leatherboard cartons are used to contain the bottles in transit. Note sampling bottles are to be renewed every three years or sooner if necessary. Depending on rainfall more than one bottle may be required for each collection period (contents to be bulked for analysis). Note bottles to be changed in time so that there is no overflow and missed rainfall.

A carrier solution should then be added to the collection bottles which are then sealed prior to sending them out to sites. The 50 ml carrier solution is as follows:

- 1.0 mg each of caesium, cerium, barium, zirconium, antimony, manganese, beryllium, ruthenium, strontium, yttrium and 4 mg of sodium fluoride to be included for samples being analysed by gamma spectrometry.

Note no carriers are used for samples being collected for tritium analysis.

Table 1. Rainwater sample collection details

| Location   | Monthly Collection  | Quarterly Collection   | Annual Collection   |
|------------|---------------------|--|---|
| Aberporth  | Circa 250 mm Funnel | Circa 250 mm Funnel<br>Circa 140 mm Funnel (for $^3\text{H}$ ) | No separate sample collected, quarterly samples bulked for annual analysis  |
| Chilton    | Circa 900 mm Funnel | Circa 250 mm Funnel  | No separate sample collected, quarterly samples bulked for annual $^{90}\text{Sr}$ analysis, monthly bulked for total alpha, total beta and gamma analyses. |
| Conlig     | NR                  | Circa 250 mm Funnel  | NR  |
| Leeming    | NR                  | Circa 250 mm Funnel  | NR  |
|            |                     |  |   |
| Orfordness | NR                  | Circa 250 mm Funnel<br>Circa 140 mm Funnel (for $^3\text{H}$ ) | NR  |

### Particulate Analysis

The filters from each site, except Chilton, are bulked and analysed at quarterly intervals. The samples are analysed for  $^7\text{Be}$  and  $^{137}\text{Cs}$  plus any other artificial gamma emitters above detection limit.

For Aberporth the quarterly samples are retained and bulked to provide an annual sample which is analysed for  $^{238}\text{Pu}$ ,  $^{239,240}\text{Pu}$  and  $^{241}\text{Am}$ .

The Chilton sample is changed weekly and the filter paper compressed immediately after sample change where the filters are bulked and analysed monthly.

Table 2 summarises the analytical requirements.

### Rainwater Analysis

All the monthly and quarterly samples are analysed by gamma spectrometry for  $^7\text{Be}$  and  $^{137}\text{Cs}$  plus any other artificial gamma emitters above detection limit. Any solid/particulate matter is included in the bulked sample.

Table 2 summarises the analytical requirements.

Table 2. Analytical requirement for particulate and rainwater samples.

| Location   | Particulate Samples (Bq kg <sup>-1</sup> )  | Rainwater/Total Deposition Samples (Bq l <sup>-1</sup> & Bq m <sup>-2</sup> )  |
|------------|---|--|
| Aberporth  | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly<br><sup>238</sup> Pu, <sup>239,240</sup> Pu, <sup>241</sup> Am Annually | <sup>137</sup> Cs, <sup>7</sup> Be* Monthly<br><sup>137</sup> Cs, <sup>7</sup> Be* Quarterly<br><sup>3</sup> H Quarterly<br><sup>238</sup> Pu, <sup>239,240</sup> Pu, <sup>241</sup> Am Annually |
| Chilton    | <sup>137</sup> Cs, <sup>7</sup> Be* Monthly   | <sup>137</sup> Cs, <sup>7</sup> Be* Monthly<br><sup>137</sup> Cs, <sup>7</sup> Be* Quarterly<br>Total alpha, Total beta Annually<br>Gamma Spec Annually<br><sup>90</sup> Sr Annually             |
| Conlig     | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly   | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly  |
| Leeming    | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly   | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly  |
| Orfordness | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly   | <sup>137</sup> Cs, <sup>7</sup> Be* Quarterly<br><sup>3</sup> H Quarterly  |

\* Plus any other artificial radionuclides detected by gamma spectrometry.

The required detection limits for these analyses are presented in Annex 1 of the Bidder Pack which should be completed and returned with your tender submission.

UKAS accreditation is required for all analyses. A returnable table (Annex 3) to indicate accreditations held is included in the Bidder Pack.

Table 3. Required detection limits

|                       | Particulate Samples   | Rainwater*/Total Deposition Samples   |
|-----------------------|---|---|
| <sup>137</sup> Cs     | 1 µBq kg <sup>-1</sup> (except Chilton)<br>Chilton 0.3 µBq kg <sup>-1</sup> | 20 mBq l <sup>-1</sup> except annual Chilton<br>Annual Chilton 2 mBq l <sup>-1</sup> (By bulking monthly samples) |
| <sup>238</sup> Pu     | 3 nBq kg <sup>-1</sup>  | 20µBq l <sup>-1</sup>   |
| <sup>239,240</sup> Pu | 3 nBq kg <sup>-1</sup>  | 20µBq l <sup>-1</sup>   |
| <sup>241</sup> Am     | 3 nBq kg <sup>-1</sup>  | 20µBq l <sup>-1</sup>   |
| <sup>3</sup> H        | NR  | 2Bq l <sup>-1</sup>   |
| <sup>90</sup> Sr      | NR  | 2 mBq l <sup>-1</sup> (By bulking quarterly samples)  |
| Total alpha           | NR  | 0.1 Bq l <sup>-1</sup> (By bulking monthly samples)   |
| Total beta            | NR  | 1 Bq l <sup>-1</sup> (By bulking monthly samples)   |

- \* These limits are indicative based on assumed average rainfall.

## APPENDIX 3

### REQUIRED LIMITS OF DETECTION

Follows a table to be completed and returned with the tender submission regarding the limits of detection required for this contract.

Please state where detection limits can be met, if the required limit cannot not be met, please provide alternate method specific detection limits.

#### Required Limits of Detection

Table to be completed and returned with Tender Submission.

|                       | Particulate Samples   |            | Rainwater*/Total Deposition Samples   |            |
|-----------------------|---|------------|---|------------|
|                       | Required  | Contractor | Required  | Contractor |
| <sup>137</sup> Cs     | 1 $\mu\text{Bq kg}^{-1}$ (except Chilton)<br>Chilton 0.3 $\mu\text{Bq kg}^{-1}$ |            | 20 mBq l <sup>-1</sup> except annual Chilton<br>Annual Chilton 2 mBq l <sup>-1</sup> (By bulking monthly samples) |            |
| <sup>238</sup> Pu     | 3 nBq kg <sup>-1</sup>  |            | 20 $\mu\text{Bq l}^{-1}$  |            |
| <sup>239,240</sup> Pu | 3 nBq kg <sup>-1</sup>  |            | 20 $\mu\text{Bq l}^{-1}$  |            |
| <sup>241</sup> Am     | 3 nBq kg <sup>-1</sup>  |            | 20 $\mu\text{Bq l}^{-1}$  |            |
| <sup>3</sup> H        | NR  | NR         | 2 Bq l <sup>-1</sup>  |            |
| <sup>90</sup> Sr      | NR  | NR         | 2 mBq l <sup>-1</sup> (By bulking quarterly samples)  |            |
| Total alpha           | NR  | NR         | 0.1 Bq l <sup>-1</sup> (By bulking monthly samples)   |            |
| Total beta            | NR  | NR         | 1 Bq l <sup>-1</sup> (By bulking monthly samples)   |            |

\* These limits are only indicative based on assumed average rainfall.



## APPENDIX 4

### UKAS ACCREDITATION REQUIREMENTS

Table to be completed and returned with Tender Submission.

#### Requirements

The following accreditations are all required for this contract, please indicate where accreditations are held and, if not currently held, whether they are planned and the date expected.

|                       | Particulate Samples |                   | Rainwater/Total Deposition Samples |                   |
|-----------------------|---------------------|-------------------|------------------------------------|-------------------|
|                       | Accredited          | Planned<br>(Date) | Accredited                         | Planned<br>(Date) |
| Total Alpha           | NR                  |                   |                                    |                   |
| Total Beta            | NR                  |                   |                                    |                   |
| Gamma Spectrometry*   |                     |                   |                                    |                   |
| <sup>238</sup> Pu     |                     |                   |                                    |                   |
| <sup>239/240</sup> Pu |                     |                   |                                    |                   |
| <sup>241</sup> Am     |                     |                   |                                    |                   |
| <sup>3</sup> H        | NR                  |                   |                                    |                   |
| <sup>90</sup> Sr      | NR                  |                   |                                    |                   |

\* To specifically include the following nuclides: <sup>7</sup>Be and <sup>137</sup>Cs.

End of Specification

## Annex 3 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

### 2. Are costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

### 3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first year of monitoring following the Service Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

- 3.3.1 a list of the Charges to be reviewed;
- 3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

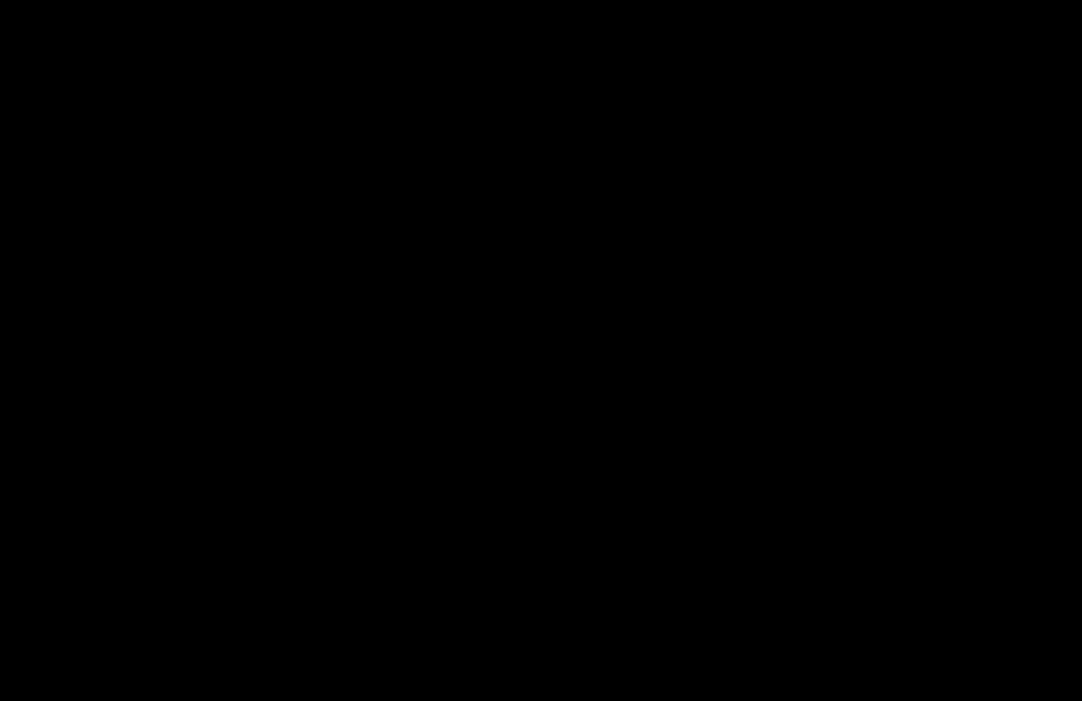
#### **4. When the Charges are linked to inflation**

- 4.1 Where the Charges are stated to be "subject to indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI") Mechanism in Annex 3a. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier
- 4.2 Charges shall not be indexed during the first year following the Service Commencement date.
- 4.3 Where paragraph 5 states that a Charge is subject to indexation then it will be indexed on the date which is one year after the Service Commencement Date and on each anniversary of such date (in each case the "Review Date") to reflect the percentage change calculated by the mechanism since the Service Commencement Date. The Charge will be indexed using the most recently published CPI figure on the Review Date. If the percentage change in the CPI is negative on any Review Date, there will be no change to the Charge.

Where the CPI Index:

- 4.3.1 used to carry out an indexation calculation is updated then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise;
- 4.3.2 is no longer published or no longer consider appropriate by the Authority acting reasonably, the Authority and the Supplier shall agree a fair and reasonable replacement.

## 5. Rates and Prices

[illegible]

| Project Name |        | Status      |        | Priority |        |
|--------------|--------|-------------|--------|----------|--------|
| Project A    | Task 1 | Completed   | High   | Urgent   | High   |
|              | Task 2 | In Progress | Medium | Normal   | Medium |
|              | Task 3 | Not Started | Low    | Low      | Low    |
|              | Task 4 | Completed   | High   | Urgent   | High   |
|              | Task 5 | In Progress | Medium | Normal   | Medium |
|              | Task 6 | Not Started | Low    | Low      | Low    |
|              | Task 7 | Completed   | High   | Urgent   | High   |
|              | Task 8 | In Progress | Medium | Normal   | Medium |
| Project B    | Task 1 | Completed   | High   | Urgent   | High   |
|              | Task 2 | In Progress | Medium | Normal   | Medium |
|              | Task 3 | Not Started | Low    | Low      | Low    |
|              | Task 4 | Completed   | High   | Urgent   | High   |
|              | Task 5 | In Progress | Medium | Normal   | Medium |
|              | Task 6 | Not Started | Low    | Low      | Low    |
|              | Task 7 | Completed   | High   | Urgent   | High   |
|              | Task 8 | In Progress | Medium | Normal   | Medium |
| Project C    | Task 1 | Completed   | High   | Urgent   | High   |
|              | Task 2 | In Progress | Medium | Normal   | Medium |
|              | Task 3 | Not Started | Low    | Low      | Low    |
|              | Task 4 | Completed   | High   | Urgent   | High   |
|              | Task 5 | In Progress | Medium | Normal   | Medium |
|              | Task 6 | Not Started | Low    | Low      | Low    |
|              | Task 7 | Completed   | High   | Urgent   | High   |
|              | Task 8 | In Progress | Medium | Normal   | Medium |
| Project D    | Task 1 | Completed   | High   | Urgent   | High   |
|              | Task 2 | In Progress | Medium | Normal   | Medium |
|              | Task 3 | Not Started | Low    | Low      | Low    |
|              | Task 4 | Completed   | High   | Urgent   | High   |
|              | Task 5 | In Progress | Medium | Normal   | Medium |
|              | Task 6 | Not Started | Low    | Low      | Low    |
|              | Task 7 | Completed   | High   | Urgent   | High   |
|              | Task 8 | In Progress | Medium | Normal   | Medium |



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## **6. Currency**

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

## **7. Variations**

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

## **8. Electronic Invoicing**

- 8.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 8.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
  - 8.2.1 the date of the invoice;
  - 8.2.2 a unique invoice number;
  - 8.2.3 the period to which the relevant Charge(s) relate;
  - 8.2.4 the correct reference for the Contract
  - 8.2.5 a valid Purchase Order Number;
  - 8.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 8.2.7 a description of the Deliverables;
  - 8.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
  - 8.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
  - 8.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
  - 8.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and

- 8.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 8.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 8.4 Invoices submitted electronically will not be processed if:
  - 8.4.1 The electronic submission exceeds 4mb in size
  - 8.4.2 Is not submitted in a PDF formatted document
  - 8.4.3 Multiple invoices are submitted in one PDF formatted document
  - 8.4.4 The formatted PDF is "Password Protected"

## Annex 3a – Charges - Consumer Price Index (“CPI”) Mechanism

The following formulae will be used as the price escalation mechanism for years 2-8 of the contract. The supplier will be able to ask for an increase on each yearly anniversary of Service commencement date (1<sup>st</sup> January 2024). The Supplier shall give the Buyer at least 3 months’ notice in writing of their intent prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time, then it will only be able to request an increase prior to the next Review Date.

“Increase no more than  $(L-B)/B$  where L is the last published value of the CPI in October of that year according to [www.statistics.gov.uk](http://www.statistics.gov.uk) and B is the last value of the index published for 1<sup>st</sup> October of the preceding financial year.”

Example for the Mechanism for Charges increase beyond the second year

“Increase no more than  $(L-B)/B$  where L is the last published value of the CPI in October of that year according to [www.statistics.gov.uk](http://www.statistics.gov.uk) and B is the last value of the index published for 1<sup>st</sup> October of the preceding financial year.”

### Examples

| Year | Month and year of Data Used for column L | L     | Month and year of Data Used for column B | B     | % increase |
|------|--|-------|--|-------|------------|
| 1    |  |       |  |       | N/A        |
| 2    | Oct-16                                   | 101.2 | Oct-15                                   | 100.3 | 0.9        |
| 3    | Oct-17                                   | 104.2 | Oct-16                                   | 101.2 | 3.0        |
| 4    | Oct-18                                   | 106.7 | Oct-17                                   | 104.2 | 2.4        |
| 5    | Oct-19                                   | 108.3 | Oct-18                                   | 106.7 | 1.5        |
| 6    | Oct-20                                   | 109.1 | Oct-19                                   | 108.3 | 0.7        |
| 7    | Oct-21                                   | 113.6 | Oct-20                                   | 109.1 | 4.1        |
| 8    | Oct-22                                   | 126.2 | Oct-21                                   | 113.6 | *11.1      |

\* 11.1 was highest CPI increase in recent years but by July 2023, had already dropped to 6.86, compared to July 2022.

This will be capped at 12.5% cumulatively across the total contract duration (8.5 years).

### Price Adjustment

In the event that samples are not obtained from specific sites when required, and hence analyses are not undertaken, a price adjustment will be made to the quarterly invoice for analysis costs. The adjustment will be based on the individual prices given in Annex 4 – Pricing Schedule – of the Bidder Pack.

## **Annex 4 – Tender Submission**

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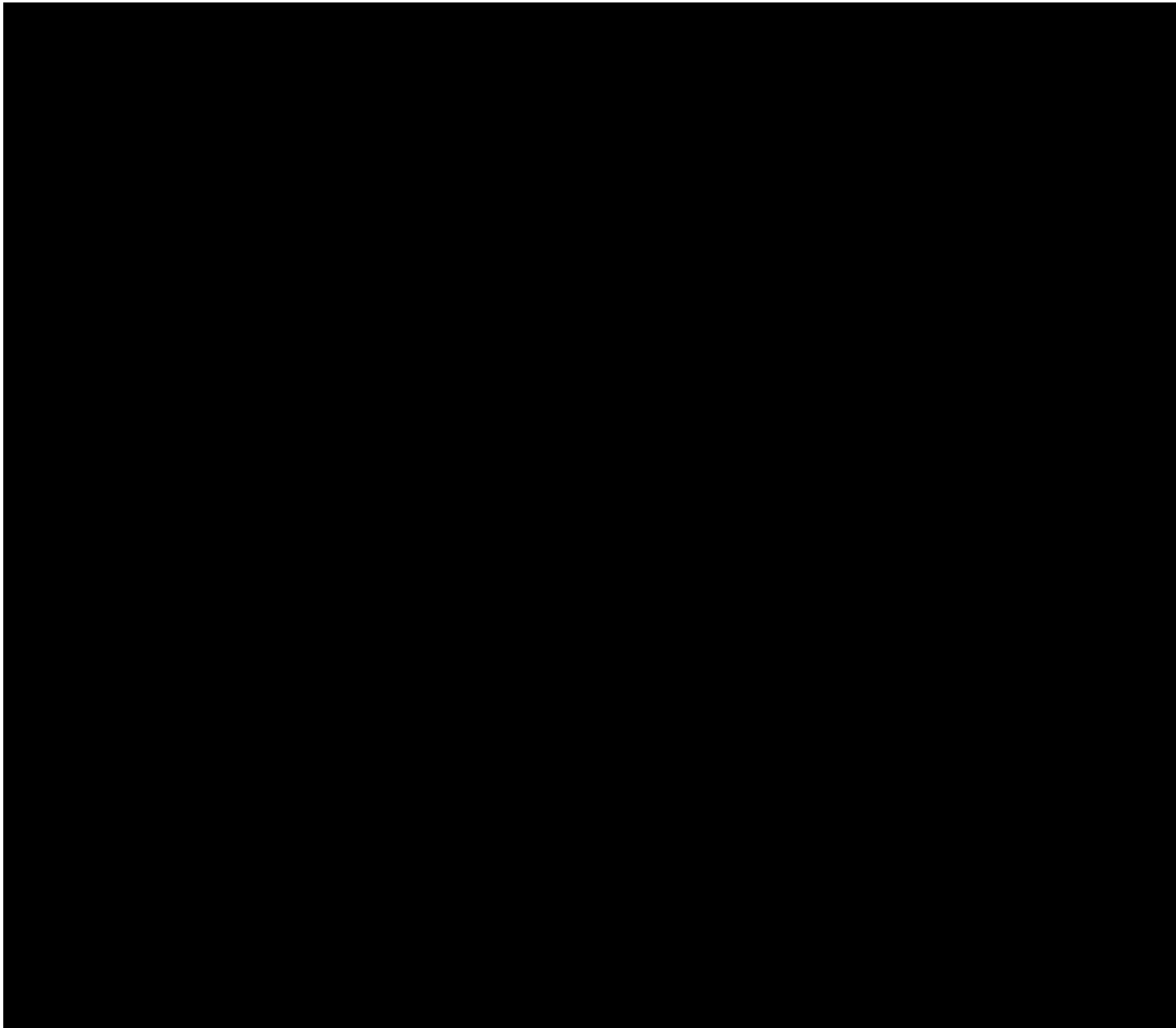
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the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion, from 1.1 billion in 1980 to 2.3 billion in 1999. The number of children under 15 years of age in the world is projected to increase to 3.1 billion by 2015 (United Nations, 1999).

There is a growing awareness of the need to address the needs of children in the world. The United Nations Convention on the Rights of the Child (1989) is the most widely ratified human rights treaty in the world. It sets out the rights of children and the responsibilities of governments to protect and promote these rights. The Convention has been ratified by 112 countries, including all of the member states of the United Nations.

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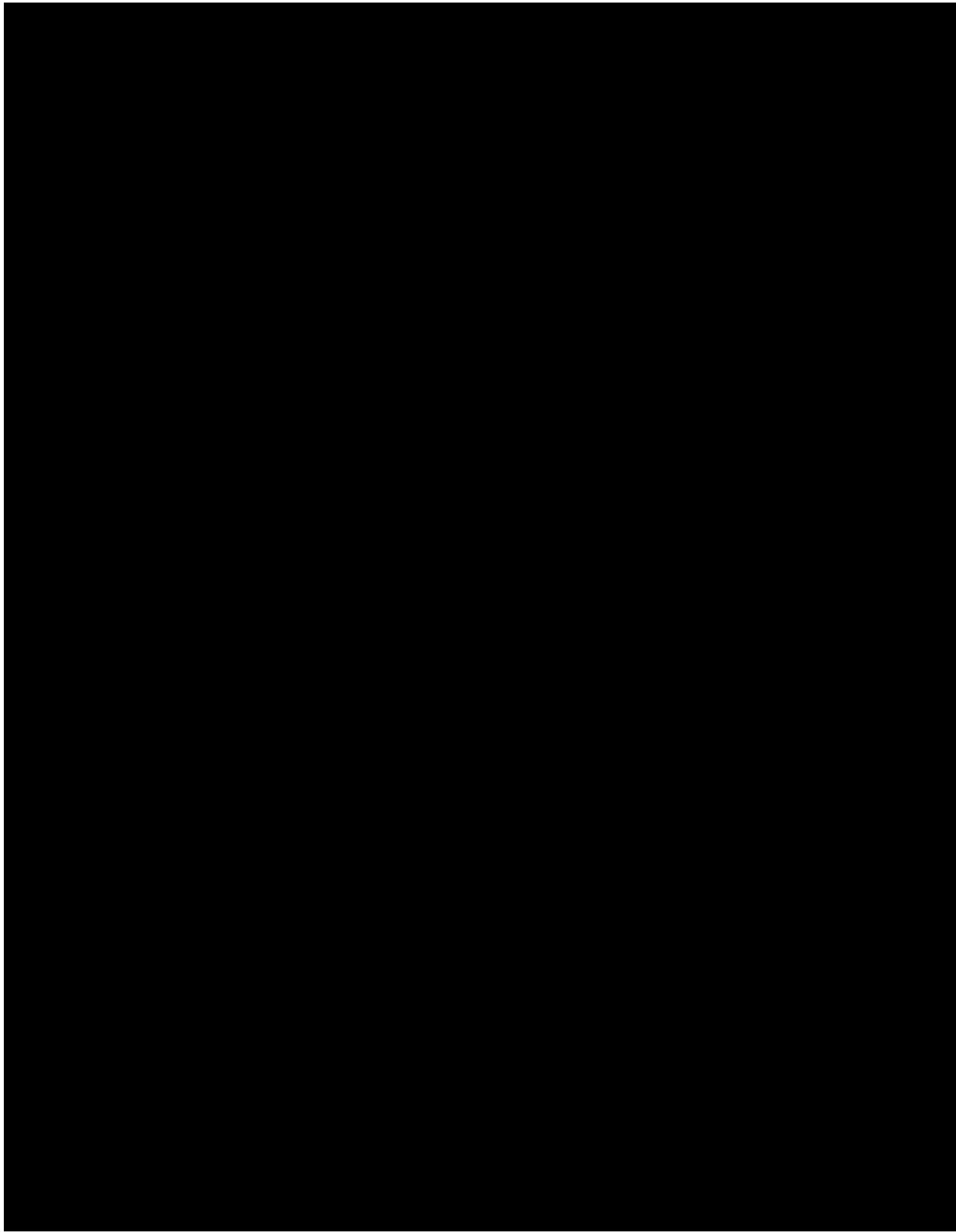
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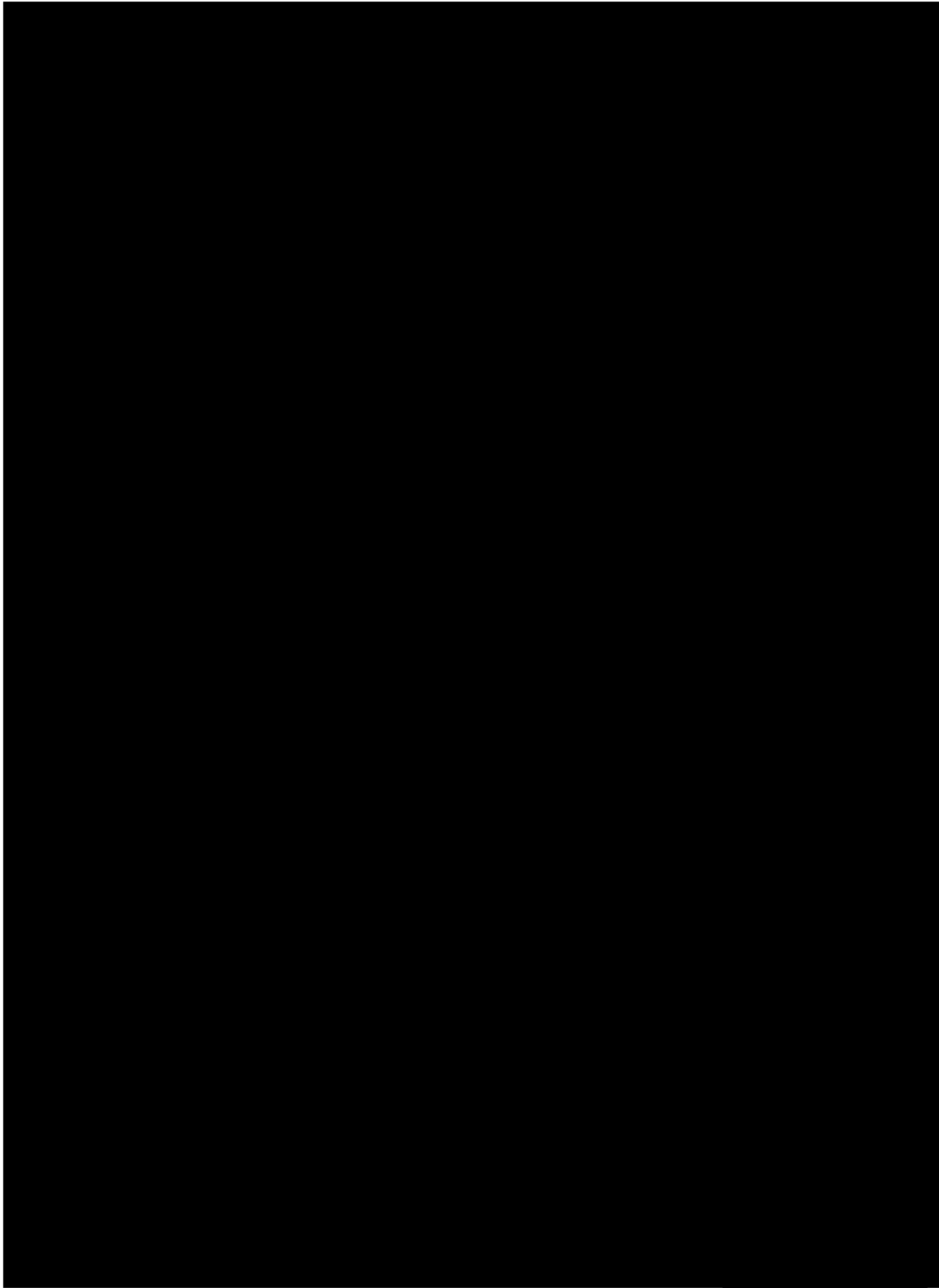
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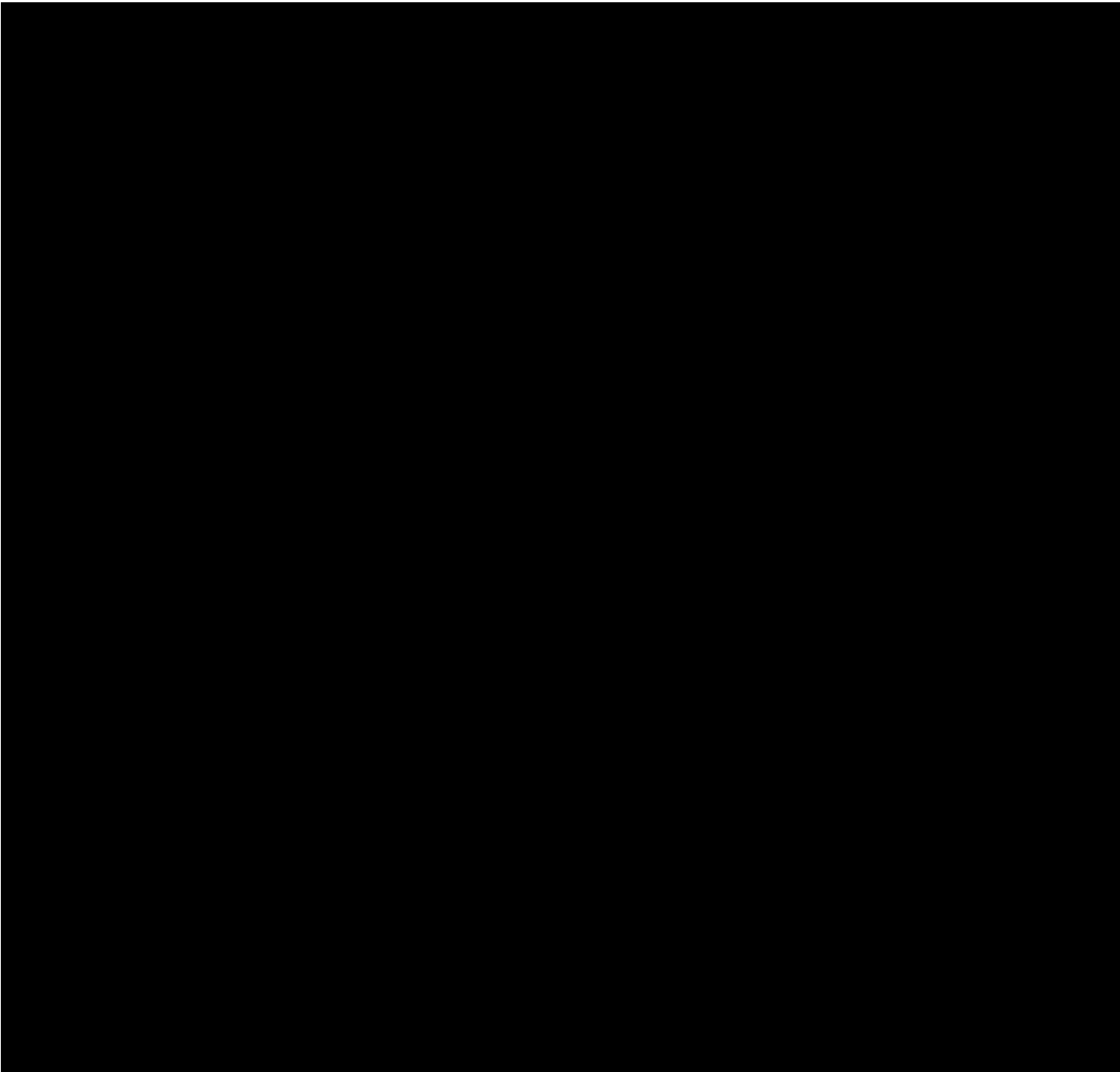
















the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported as the most common serotype in children with acute bacterial dysentery [11].

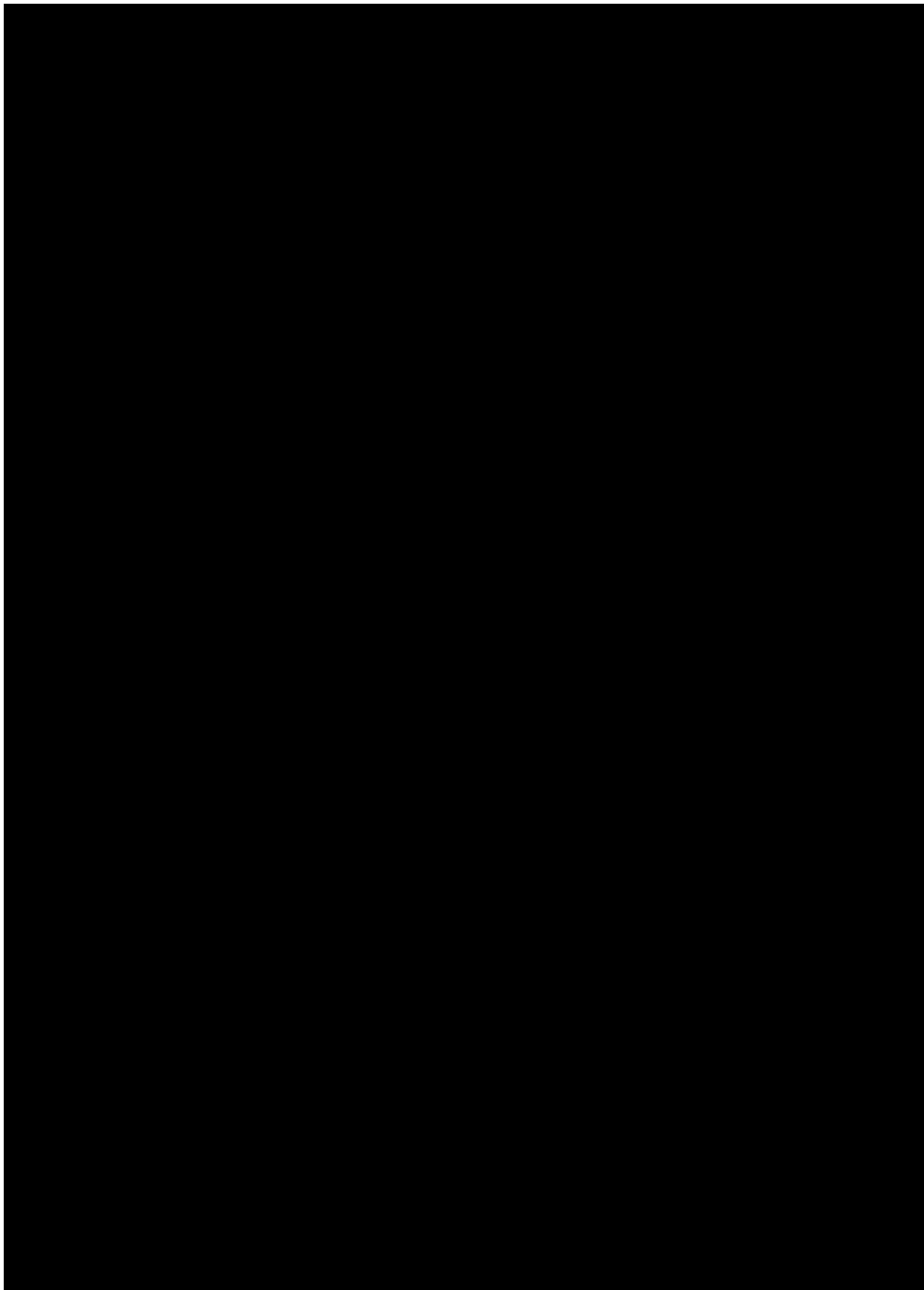
There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1980s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [12]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13].

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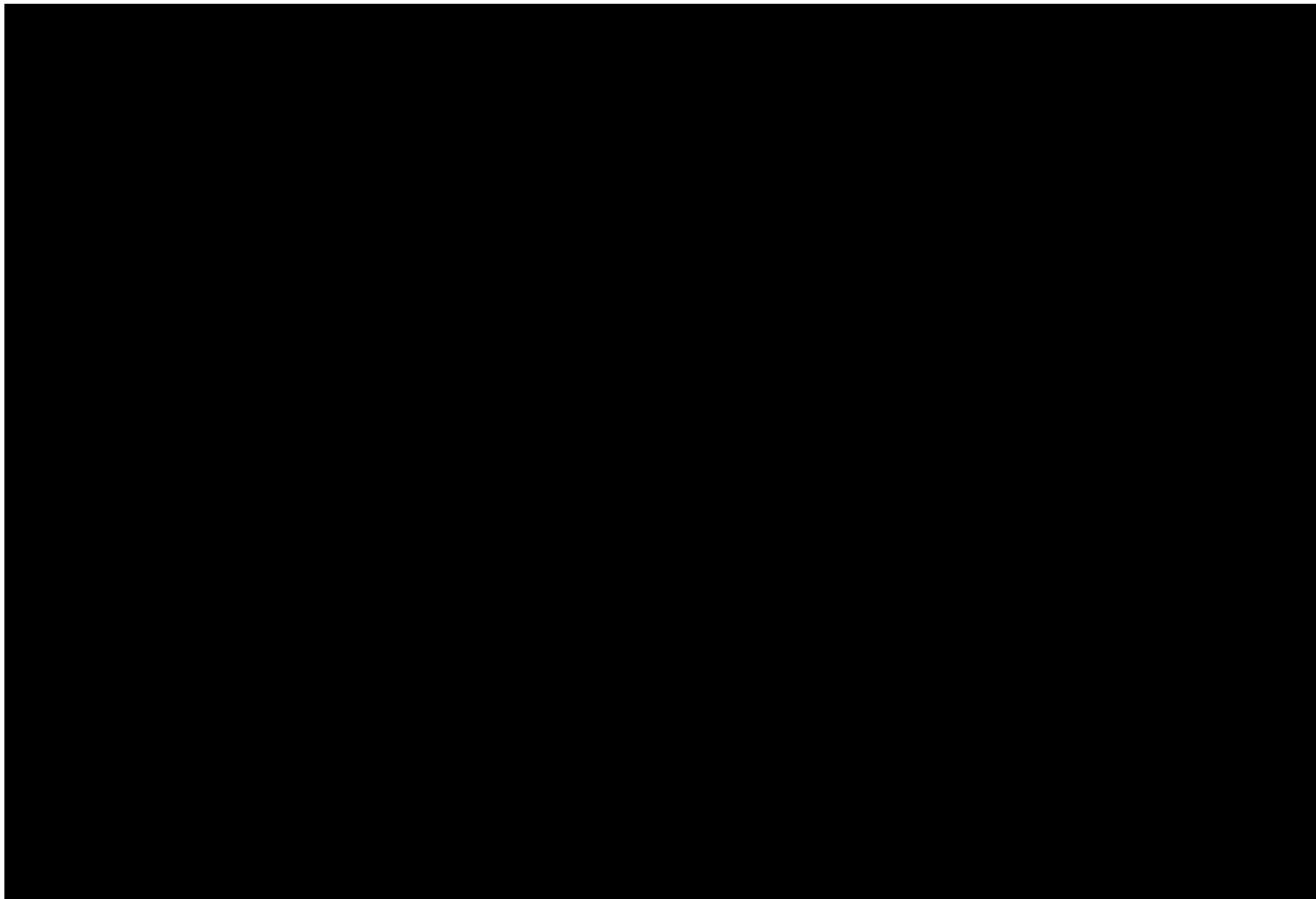
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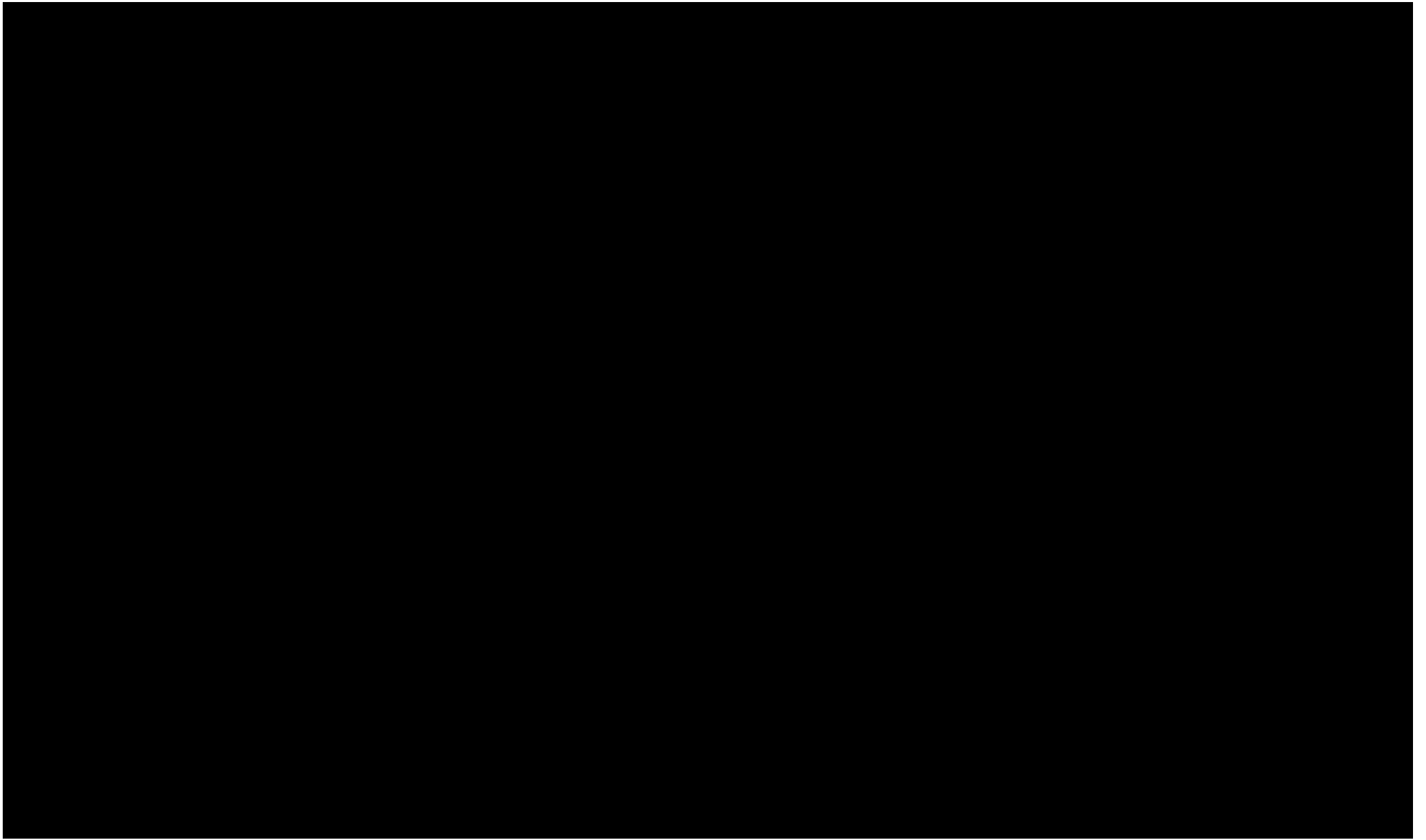
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1. *Journal of Management Studies*, 1996, 33, 1, 1-15.

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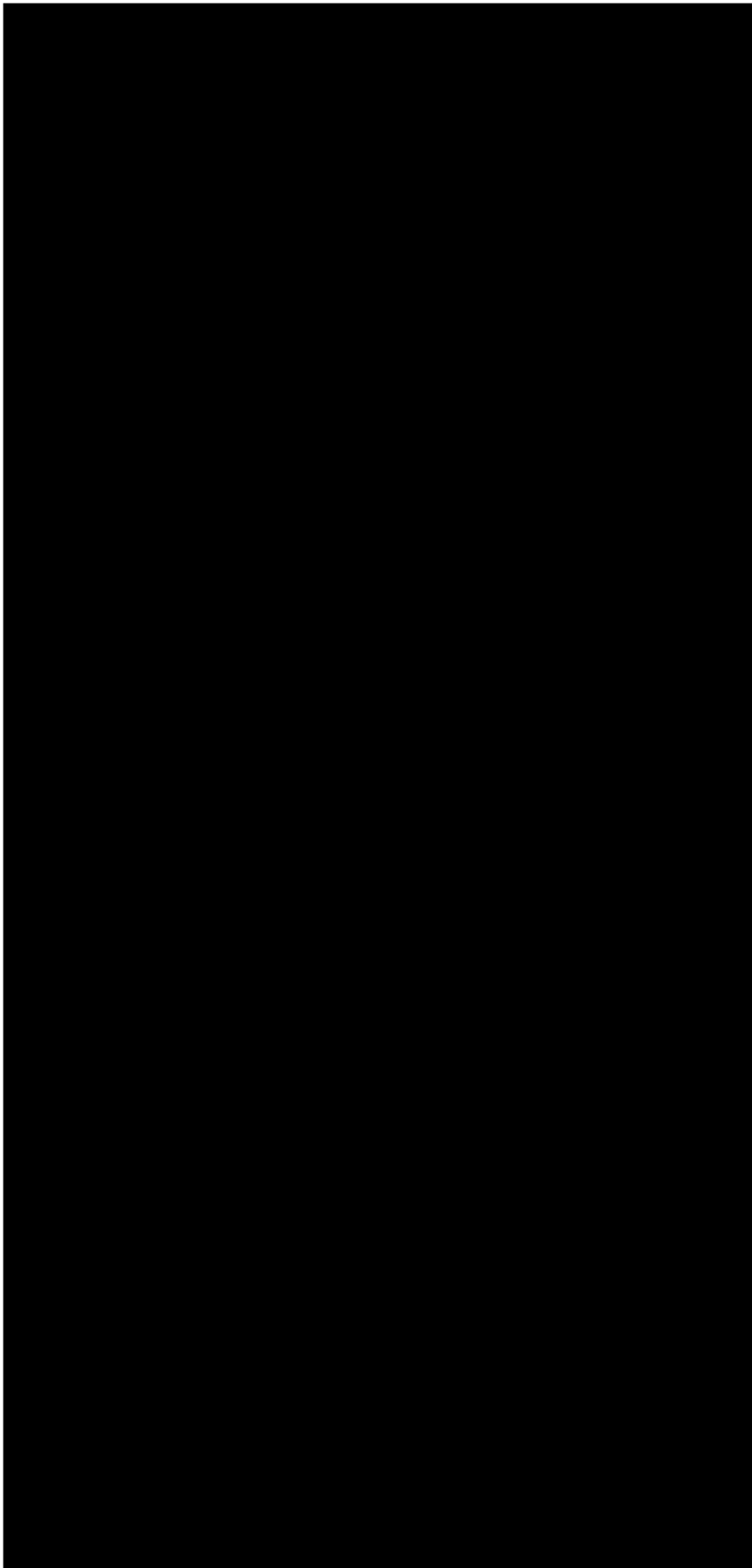
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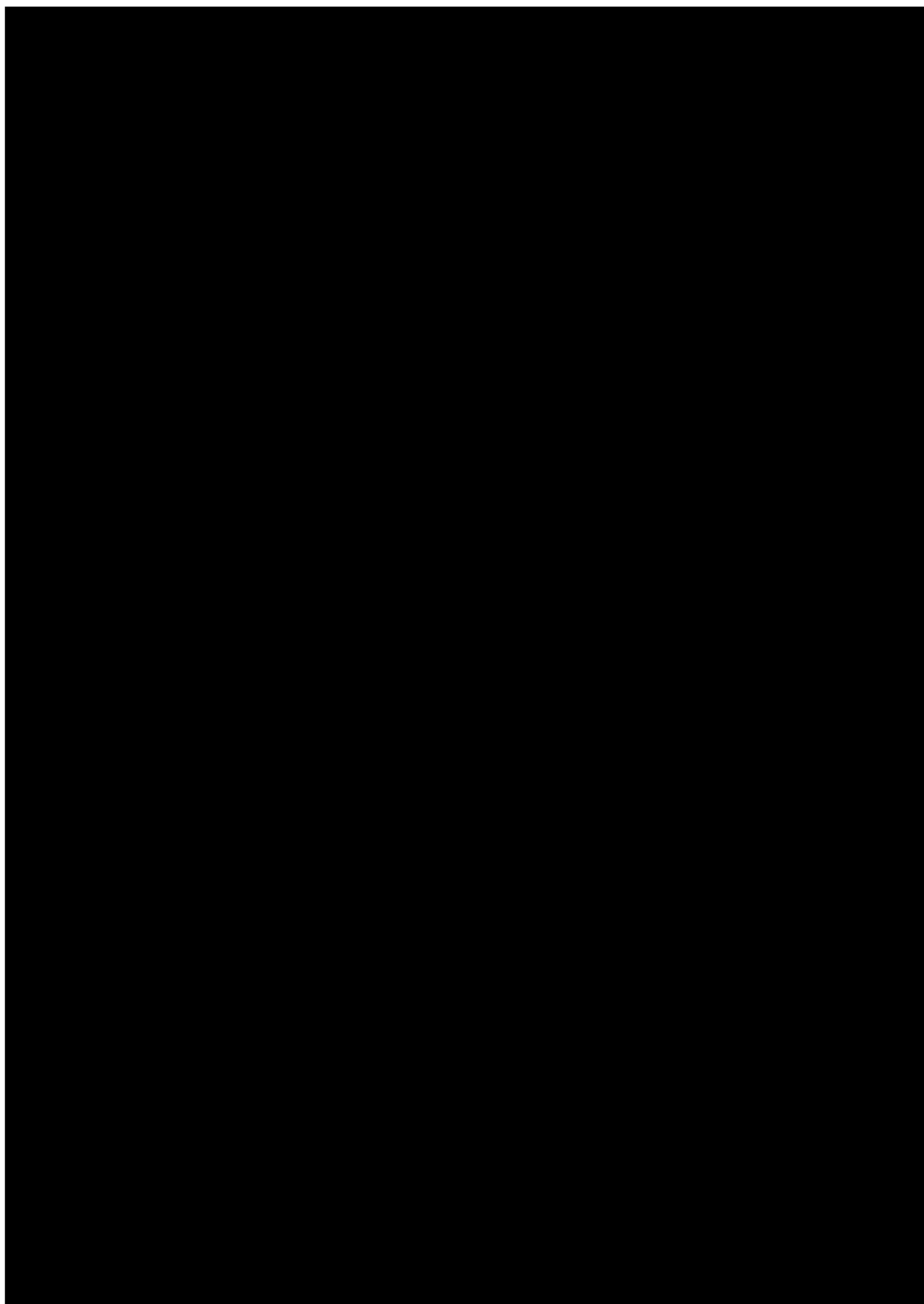
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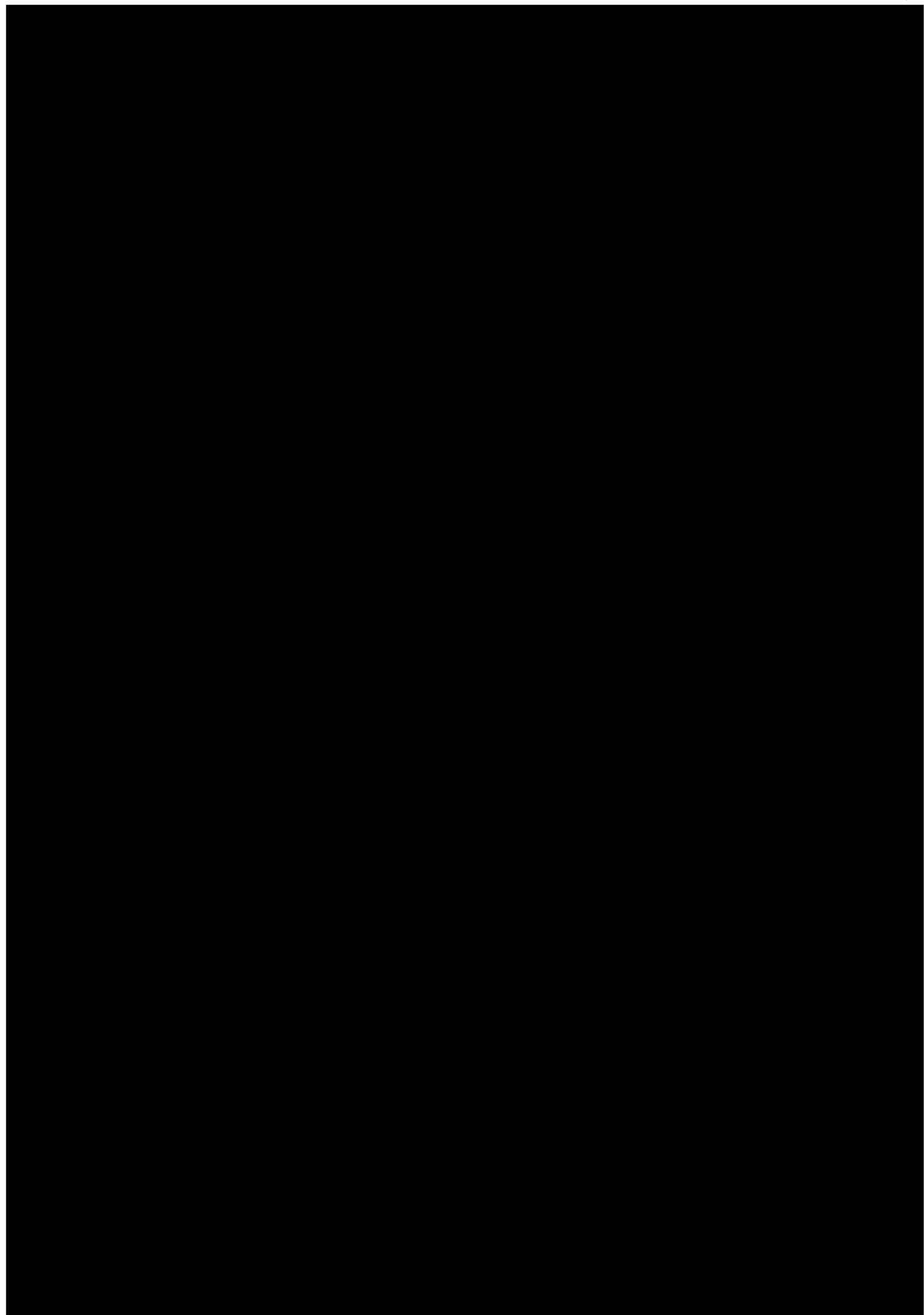
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the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office of National Statistics 2000). The number of people aged 65 and over is projected to increase to 15.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office of National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: (1) to ensure that older people have the opportunity to live independently and actively; (2) to ensure that older people have access to the services and support they need; and (3) to ensure that older people are treated with respect and dignity.

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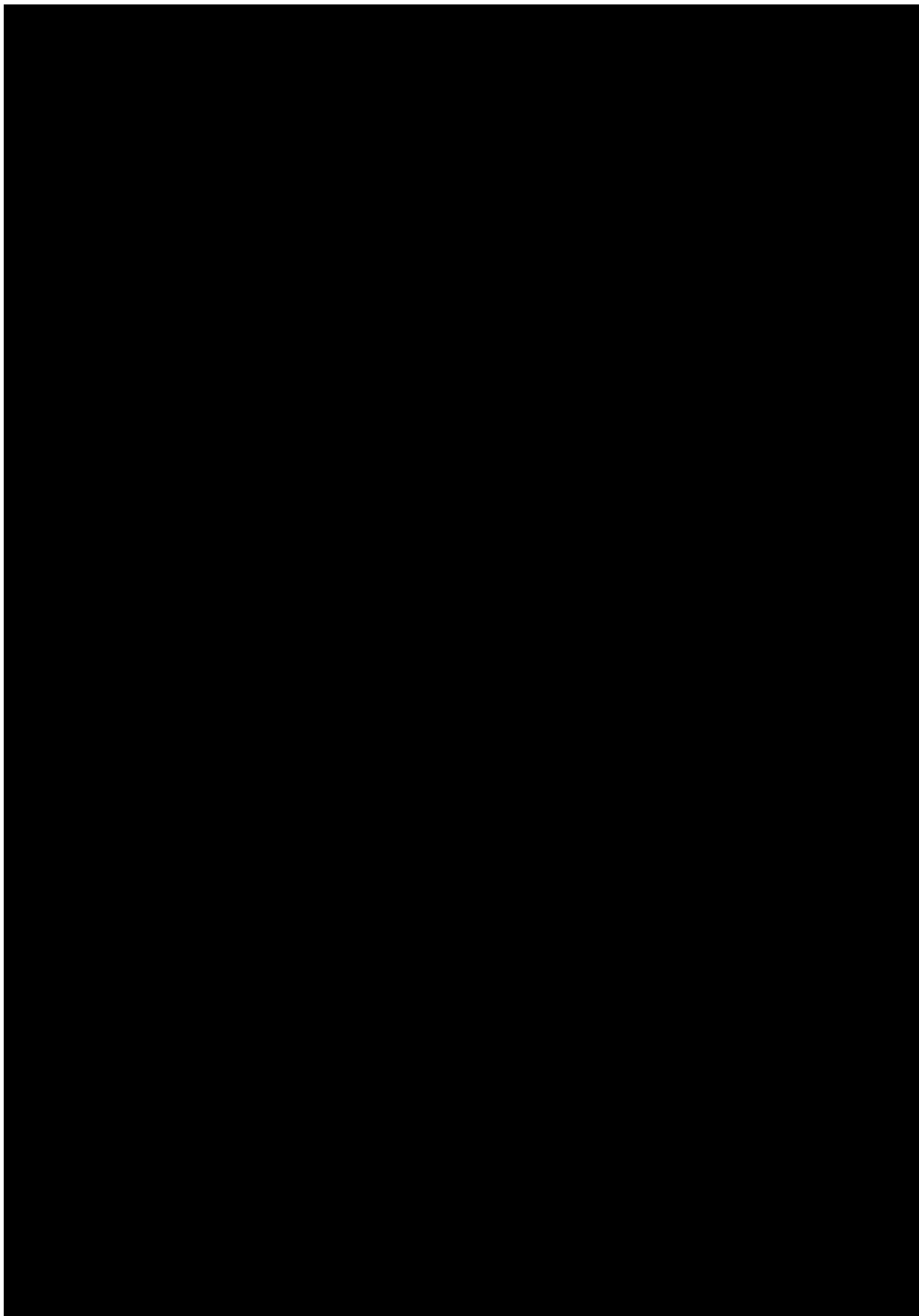
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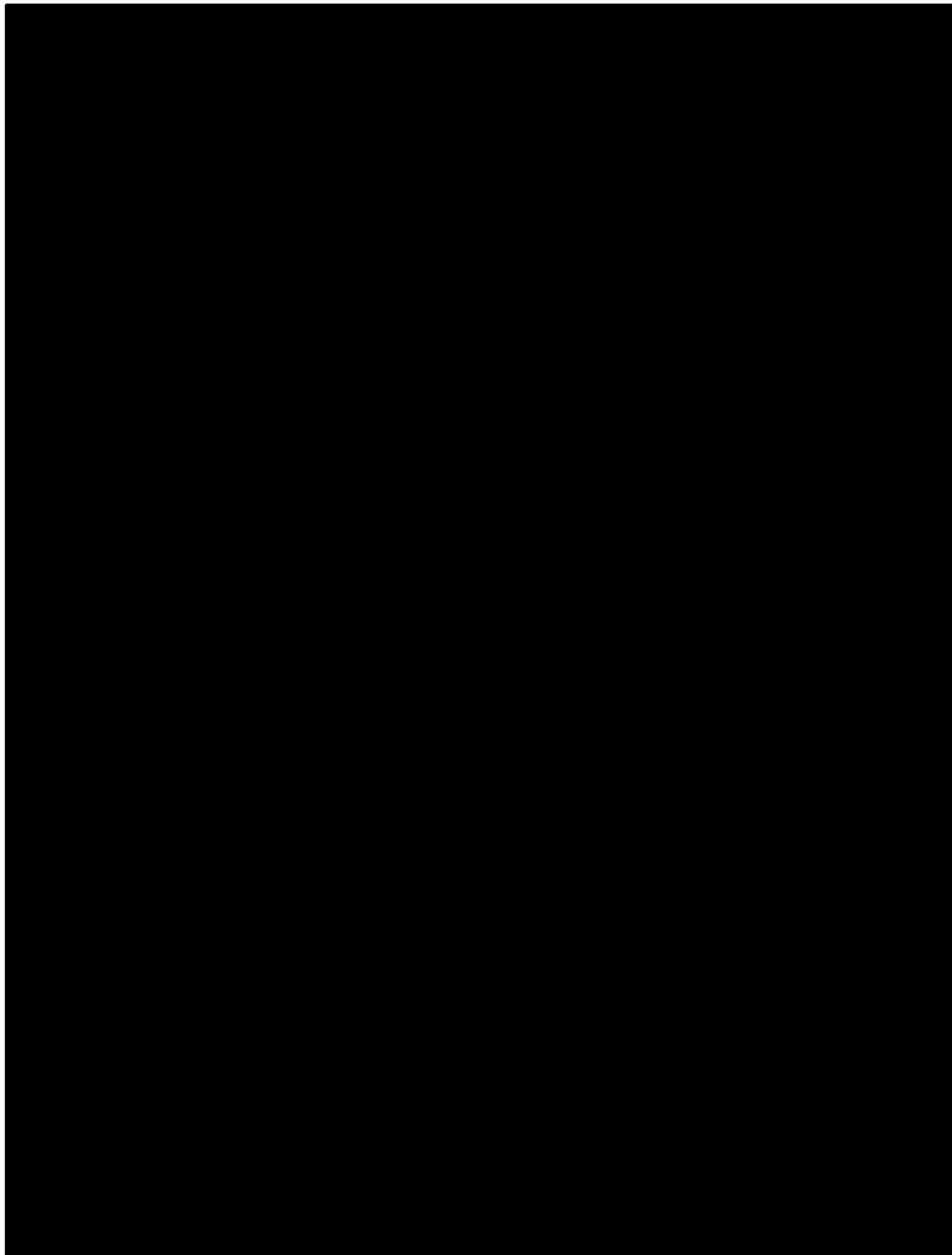
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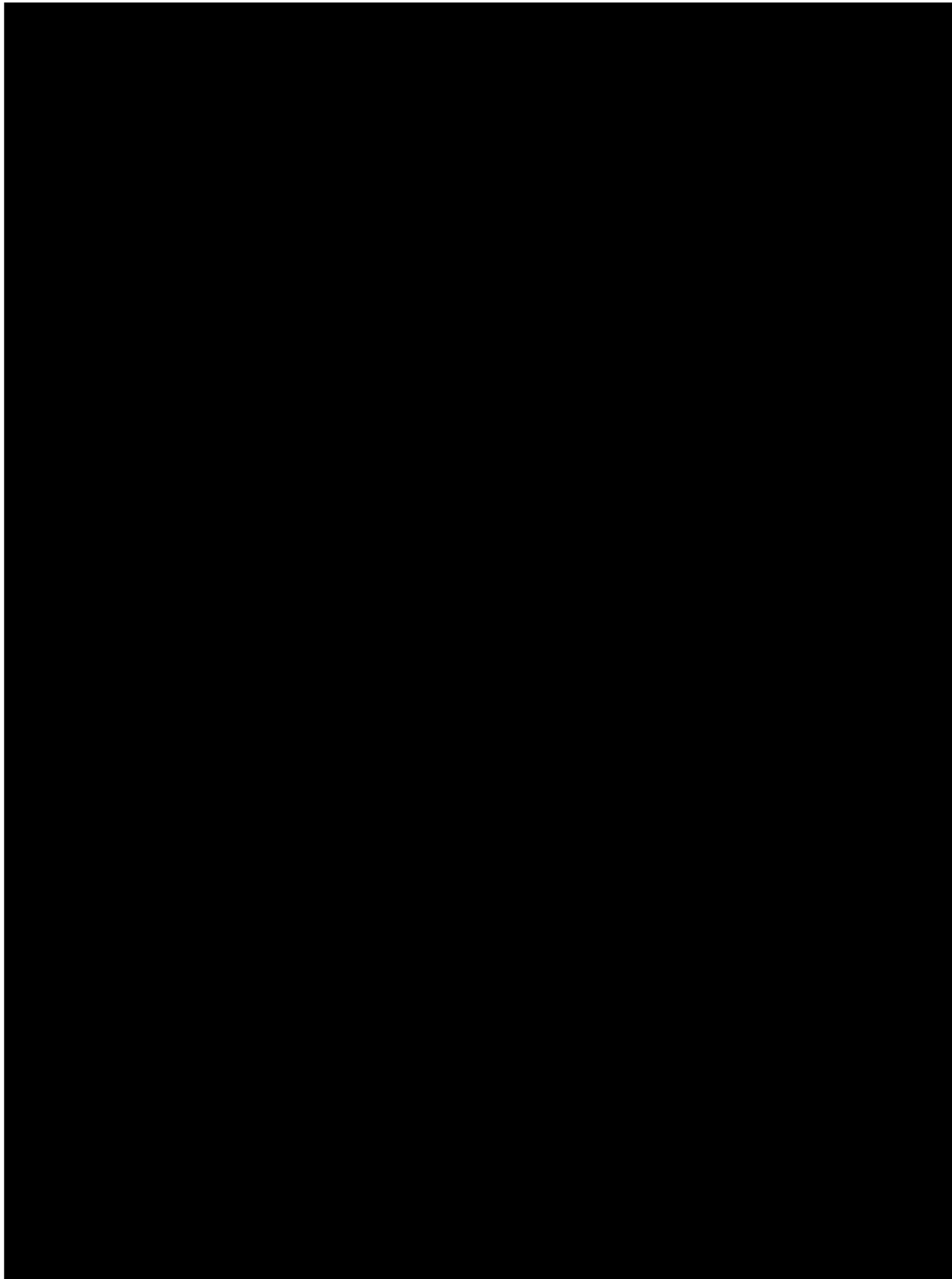
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[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and covers the majority of the page. Due to the image quality and the nature of the handwriting, the specific words and sentences are largely illegible. The text appears to be organized into several paragraphs, with some lines indented. There are some markings that could be interpreted as initials or section markers, but they are not clear enough to transcribe accurately.]







The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data collection and analysis techniques. The results of the study are then presented, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical methods. The results of the study are presented in a clear and concise manner, and the implications of the findings are discussed in detail.

The findings of the study have important implications for the field of research. They provide valuable insights into the nature of the phenomenon being studied, and they suggest areas for further research. The results also have practical implications for the development of policies and programs aimed at addressing the issue.

In conclusion, the study has made a significant contribution to the understanding of the topic. It has provided a comprehensive overview of the current state of knowledge, and it has identified areas for further research. The findings have important implications for both theory and practice, and they provide a solid foundation for future research in the field.

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million (1990-1999) (Department of Health 2000).

There is a growing emphasis on the need to improve the efficiency of the public sector, and to ensure that the public sector is able to deliver the best possible value for money. This has led to a number of initiatives, including the introduction of competition, the restructuring of public services, and the introduction of new management practices.

One of the key challenges facing the public sector is the need to improve the quality of services. This is a challenge that is being met by a number of initiatives, including the introduction of new standards, the implementation of new management practices, and the introduction of new technologies.

Another key challenge facing the public sector is the need to improve the efficiency of services. This is a challenge that is being met by a number of initiatives, including the introduction of new management practices, the implementation of new technologies, and the restructuring of public services.

Finally, a key challenge facing the public sector is the need to improve the financial performance of services. This is a challenge that is being met by a number of initiatives, including the introduction of new management practices, the implementation of new technologies, and the restructuring of public services.

In conclusion, the public sector is facing a number of challenges, but it is also facing a number of opportunities. By implementing the initiatives outlined above, the public sector can improve the quality of services, improve the efficiency of services, and improve the financial performance of services.

## References

- Department of Health (2000) *Public Sector Employment*. London: Department of Health.
- Roberts, J. A. (1998) *The Public Sector*. London: Routledge.
- Roberts, J. A. (2000) *The Public Sector*. London: Routledge.

## Appendix

The following table provides a summary of the key initiatives that are being implemented by the public sector to improve the quality of services, improve the efficiency of services, and improve the financial performance of services.

| Initiative                                 | Objective                                     | Key Features   |
|--|---|--|
| Introduction of new standards              | Improve the quality of services               | Establish a common set of standards for public services, and ensure that all public services are able to meet these standards.                                       |
| Implementation of new management practices | Improve the efficiency of services            | Introduce new management practices, such as the use of performance indicators, to ensure that public services are able to deliver the best possible value for money. |
| Introduction of new technologies           | Improve the financial performance of services | Introduce new technologies, such as the use of information technology, to ensure that public services are able to deliver the best possible value for money.         |
| Restructuring of public services           | Improve the financial performance of services | Restructure public services to ensure that they are able to deliver the best possible value for money.   |

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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

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

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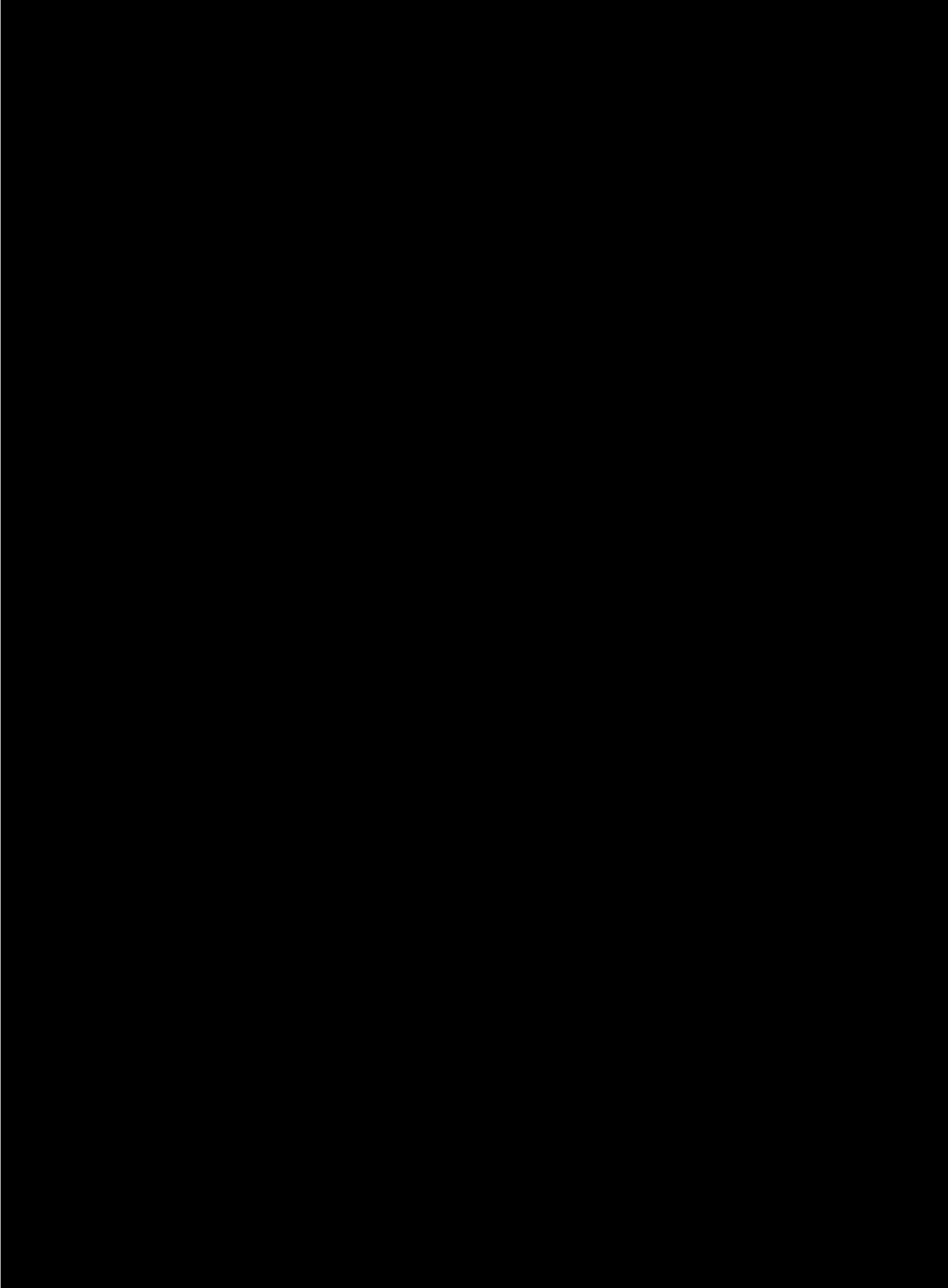
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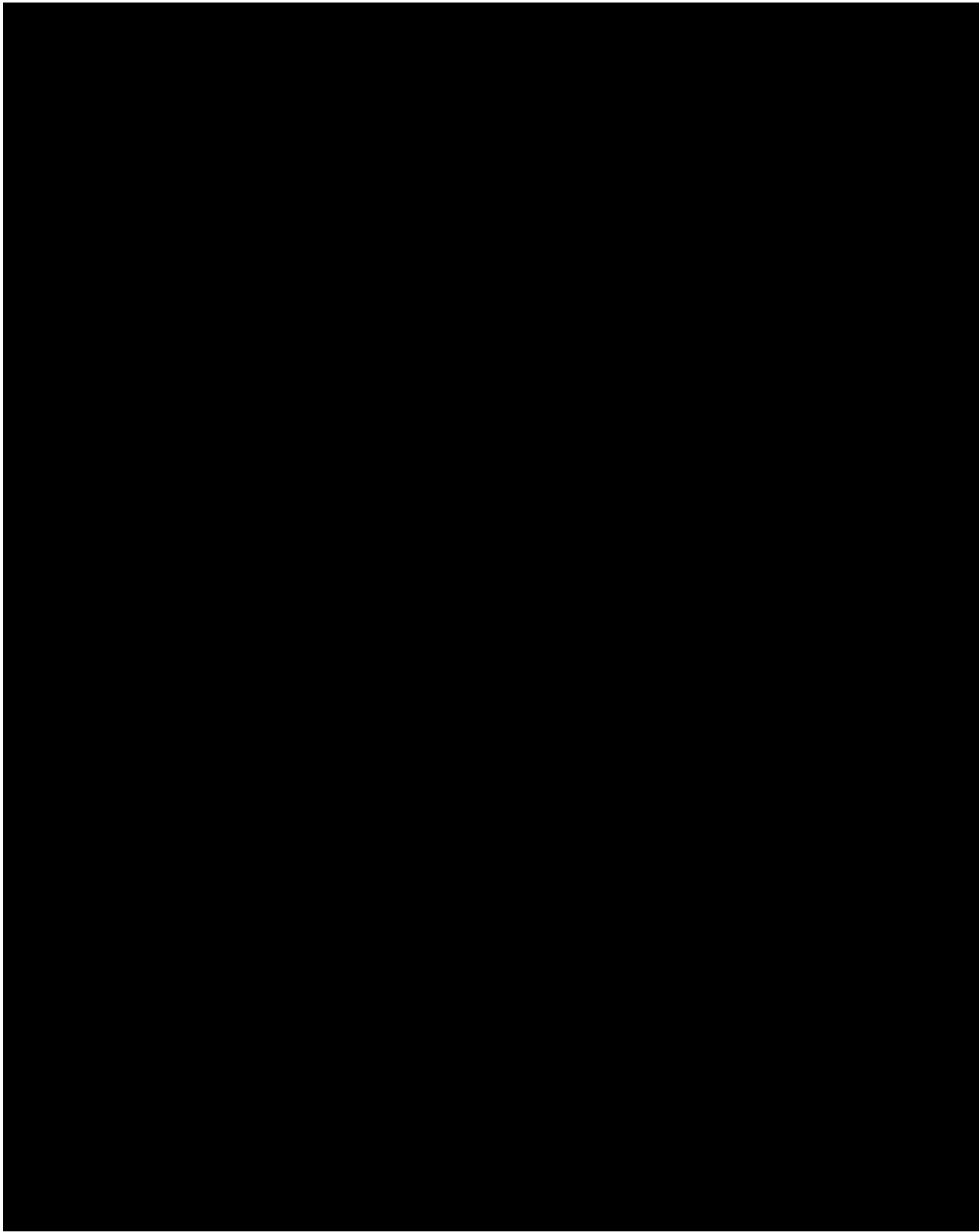
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The research was conducted using a quantitative approach, with data collected from a survey of 500 participants. The survey was designed to measure the levels of various factors related to the research topic. The data was then analyzed using a series of statistical tests, including t-tests, ANOVA, and regression analysis. The results of these tests are presented in the following sections.

The findings of the study indicate that there is a significant relationship between the variables being studied. Specifically, the results show that as the level of one variable increases, the level of another variable also tends to increase. This relationship is supported by the statistical tests, which show that the probability of the results occurring by chance is very low.

These findings have important implications for the field of study. They suggest that the factors being studied are closely related and that understanding one factor can help to predict the level of another. This information can be used to develop more effective interventions or policies in the future.

In conclusion, the study has provided valuable insights into the relationship between the variables being studied. The findings suggest that there is a strong positive correlation between the two variables, and that this relationship is statistically significant. Further research is needed to explore the underlying mechanisms of this relationship and to develop more targeted interventions.

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The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.

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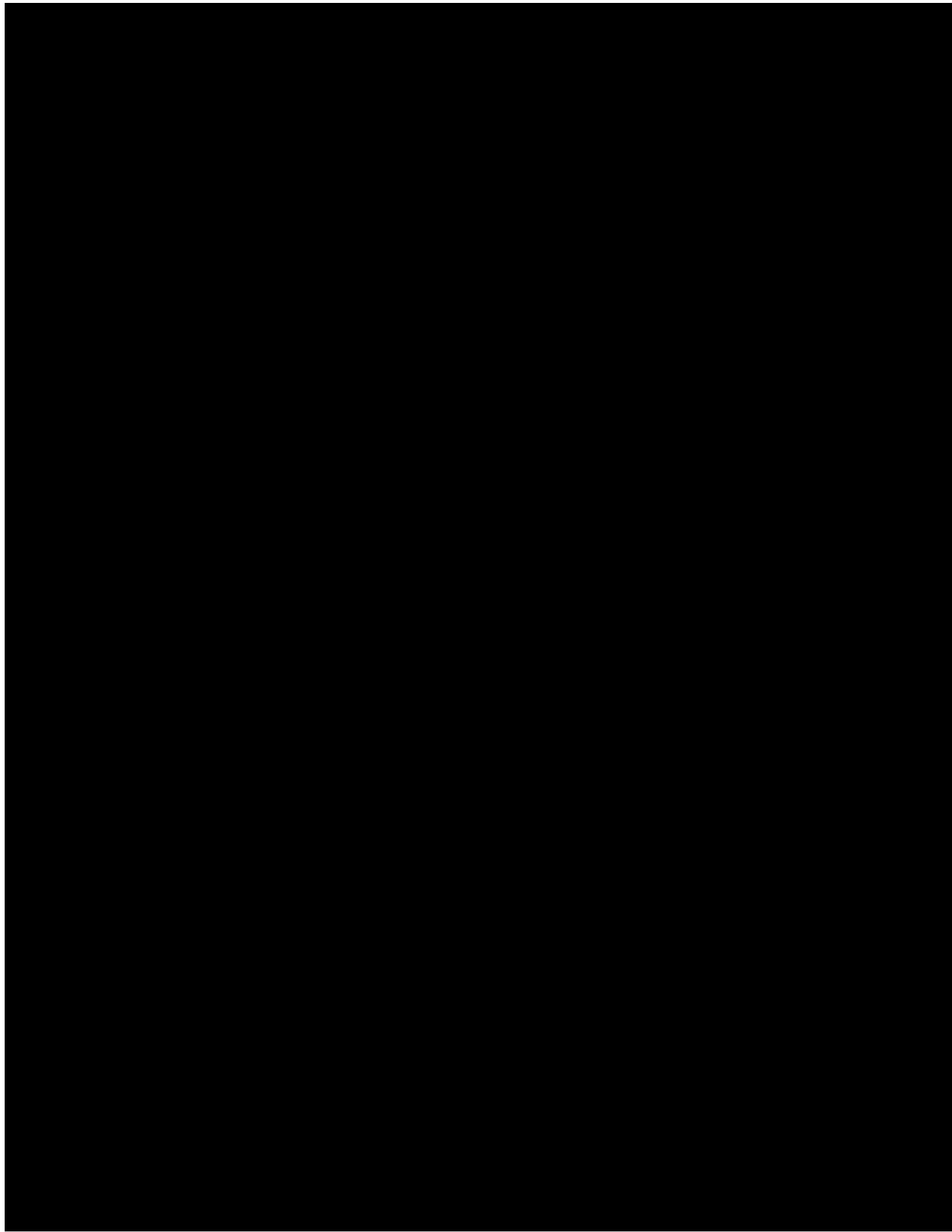


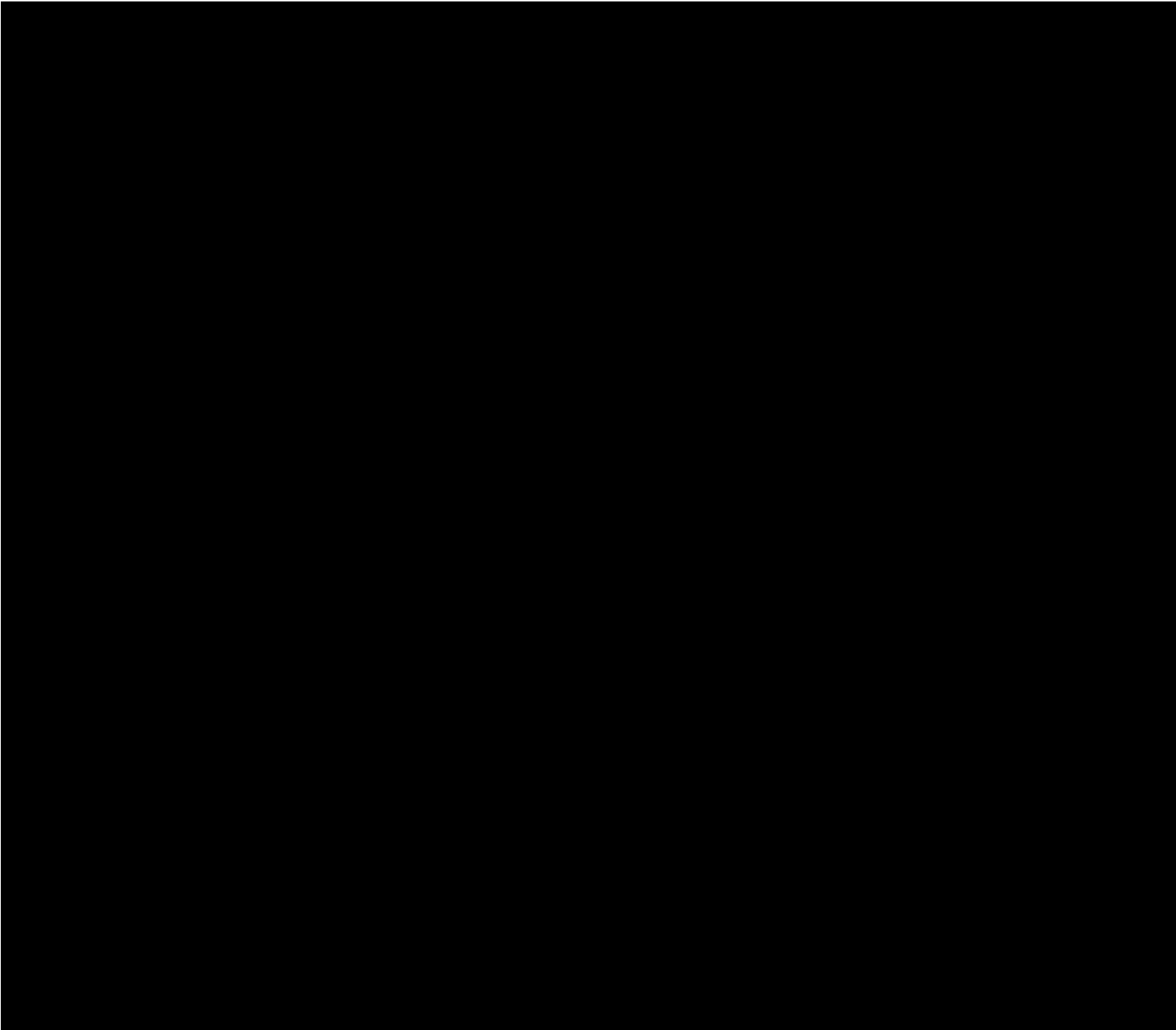
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The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical methods. The results of the study are presented in a clear and concise manner, and the implications of the findings are discussed in detail.

The findings of the study have important implications for the field of research. They provide valuable insights into the nature of the phenomenon being studied, and they suggest areas for further research. The results also have practical implications for the development of policies and programs aimed at addressing the issue.

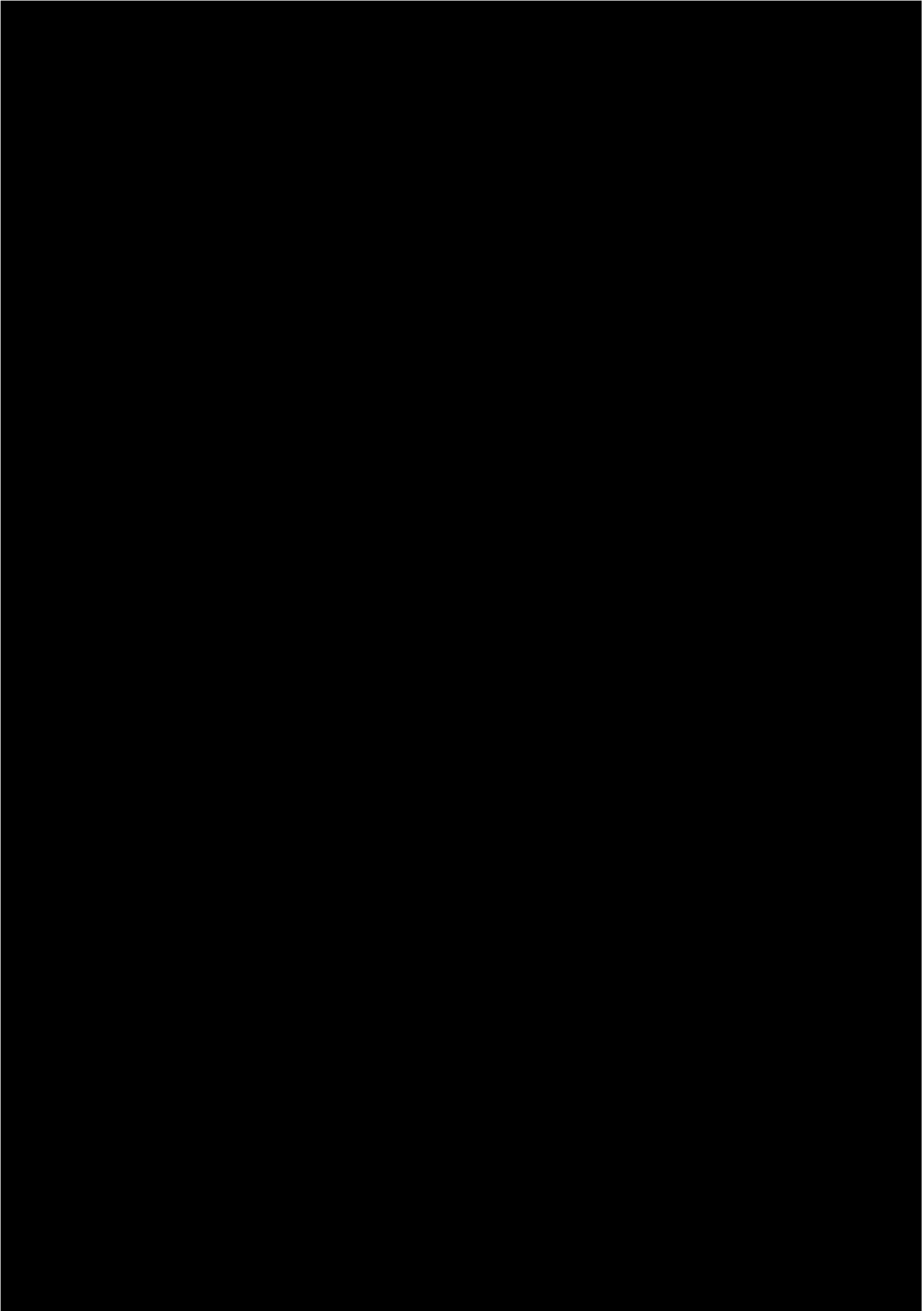
In conclusion, the study has made a significant contribution to the understanding of the topic. It has provided a comprehensive overview of the current state of knowledge, and it has identified areas for further research. The findings have important implications for both theory and practice, and they provide a solid foundation for future research in the field.















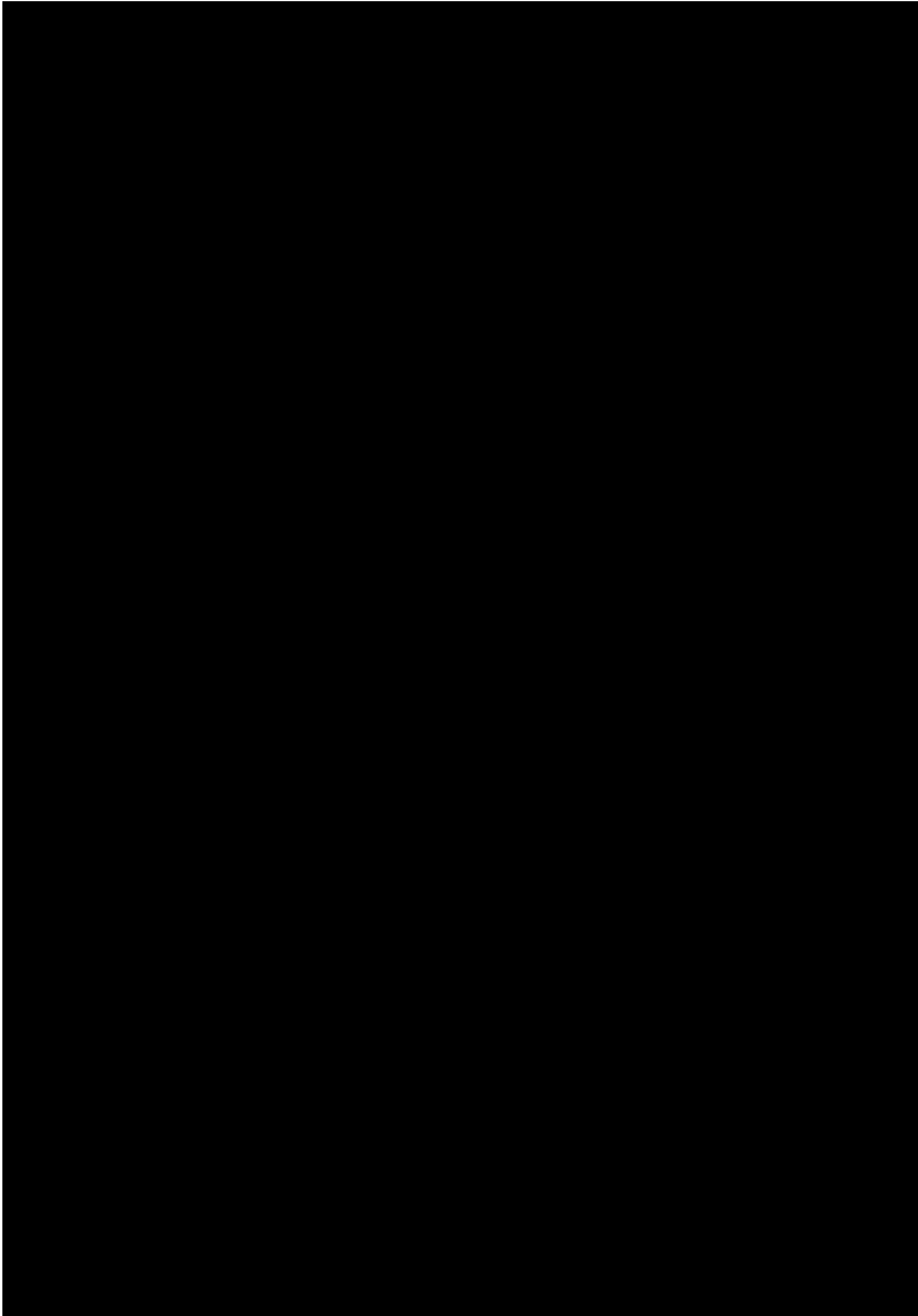


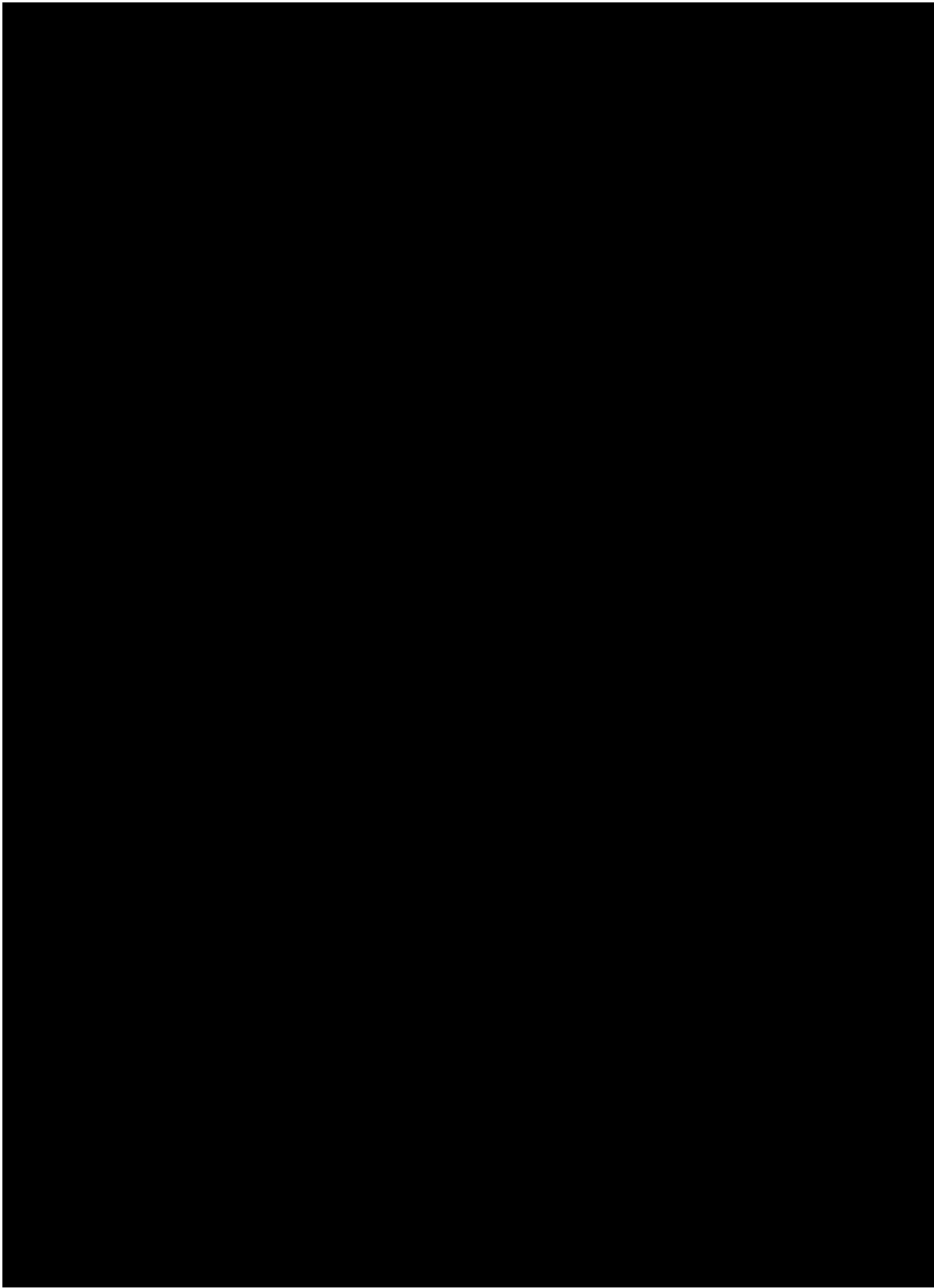
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The study was conducted in a laboratory setting, where the participants were asked to perform a series of tasks. The data was collected using a specialized software package, which allowed for the recording of various variables. The results were then analyzed using statistical methods, and the findings were compared with the existing literature.

The findings of the study indicate that there is a significant relationship between the variables studied. This relationship was found to be consistent across the different conditions tested. The results also suggest that the proposed model is a good fit for the data, and that the hypotheses were supported.

In conclusion, the study has provided valuable insights into the topic under investigation. The findings have implications for both theory and practice, and further research is needed to explore the topic in more depth.







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the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'communication' field is defined as:

...the study of the processes of communication production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information science' field is defined as:

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The 'information management' field is defined as:

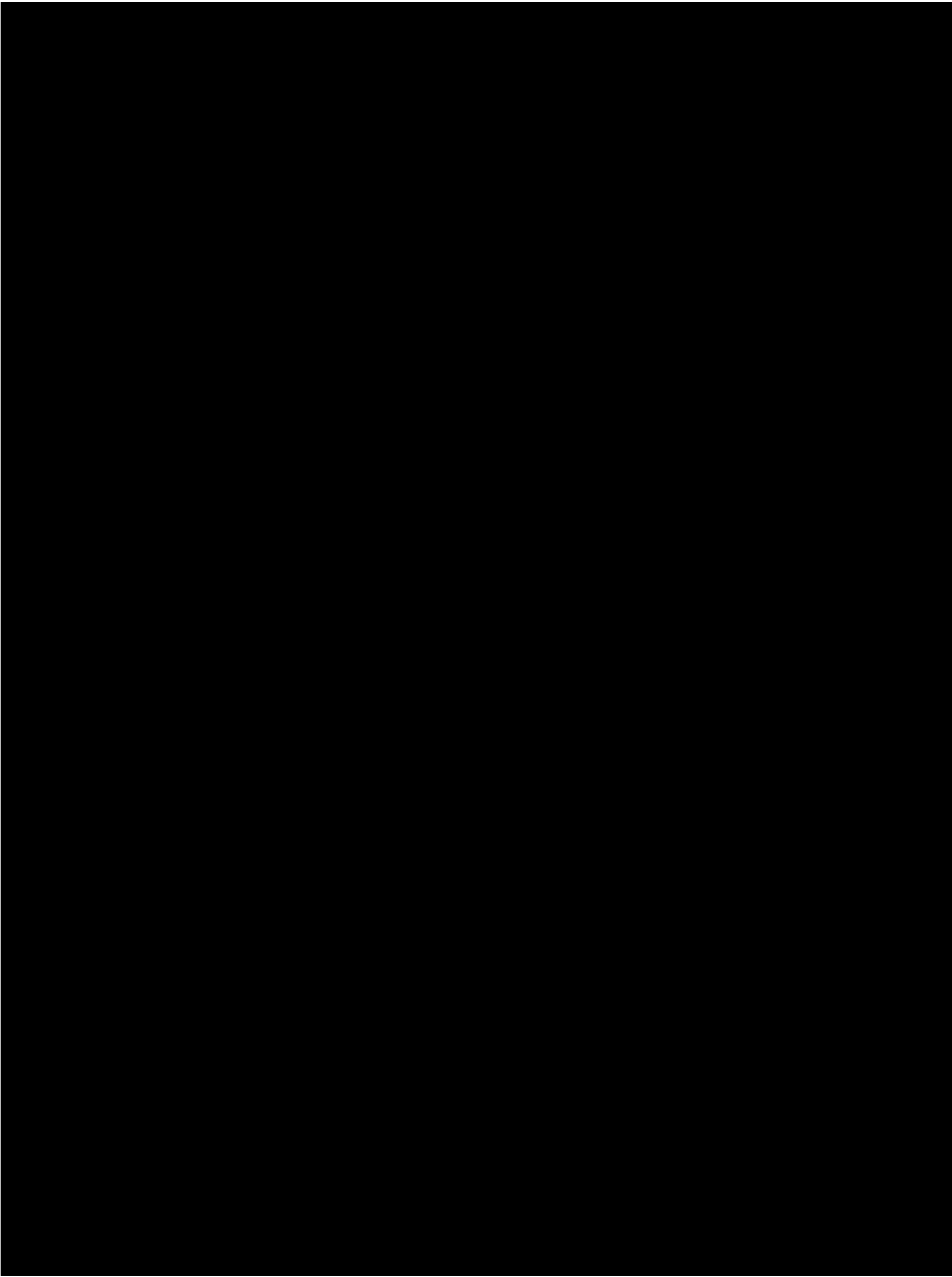
...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information policy' field is defined as:

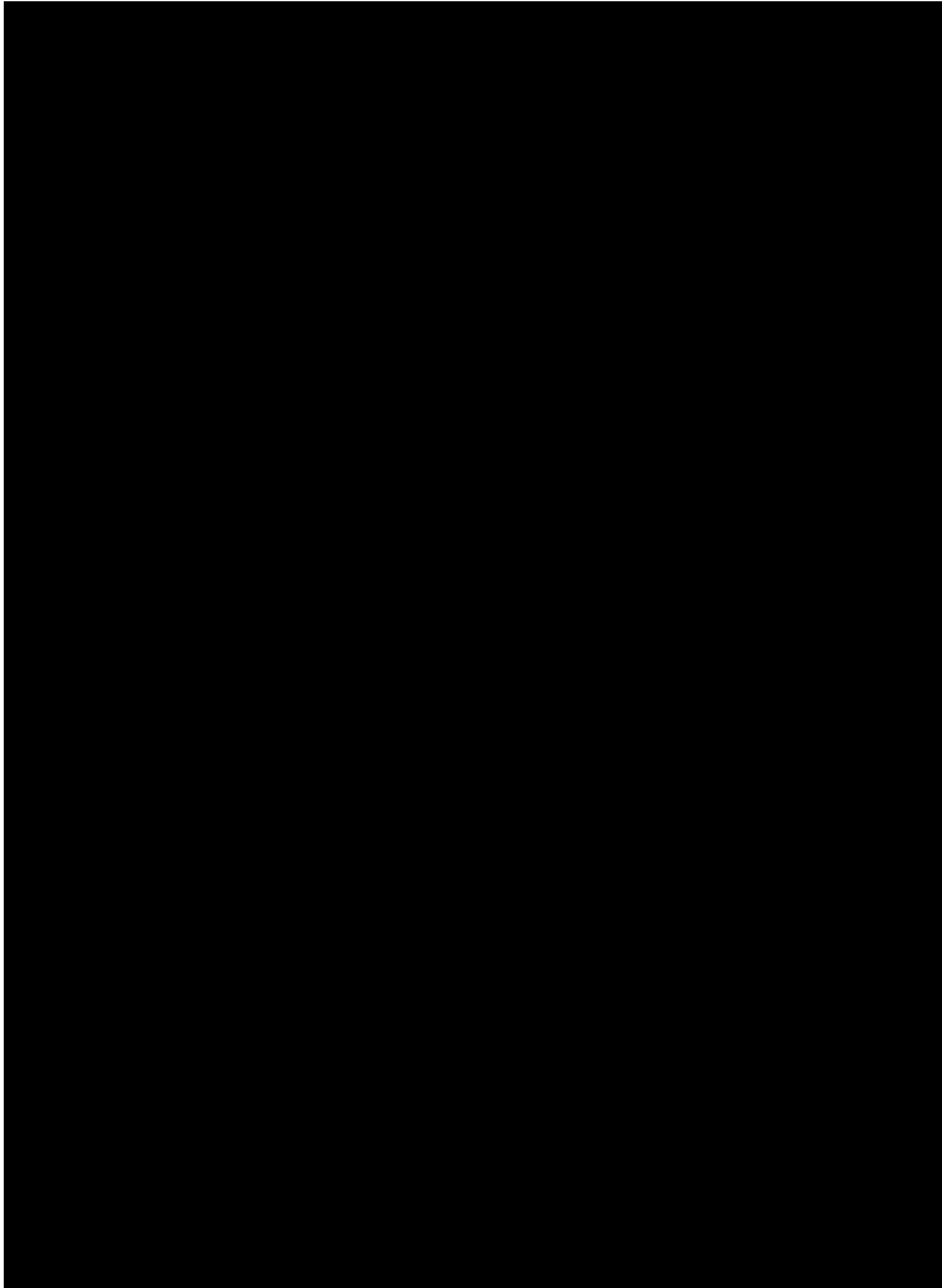
...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)

The 'information law' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 10)







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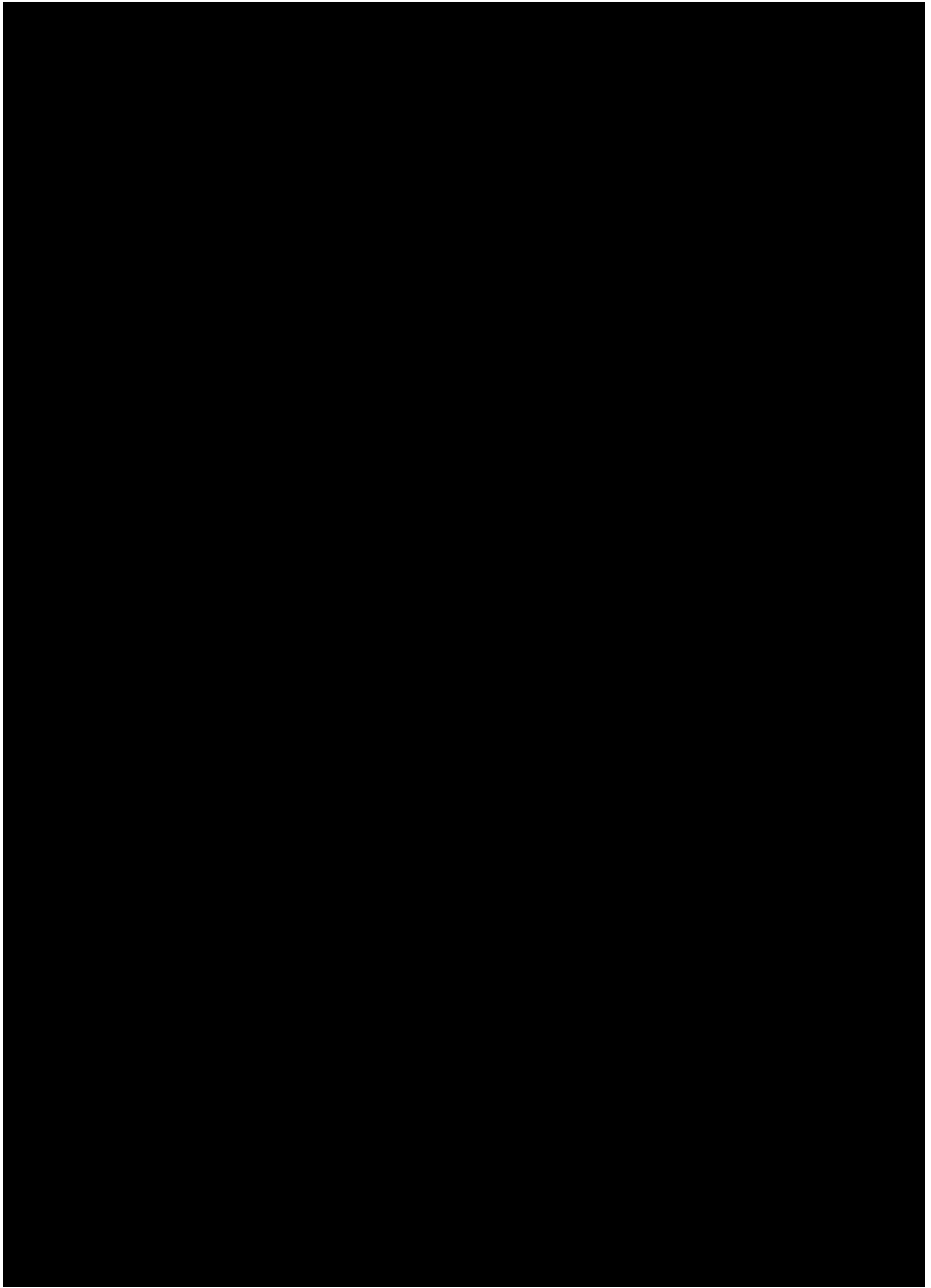
The study was conducted in a laboratory setting. The participants were recruited from a local university and were assigned to two groups: the experimental group and the control group. The experimental group received the intervention, while the control group did not. The data was collected over a period of six weeks.

The results of the study show that the intervention had a significant positive effect on the outcome variable. The experimental group showed a significant improvement in the outcome variable compared to the control group. The findings suggest that the intervention is effective in improving the outcome variable.

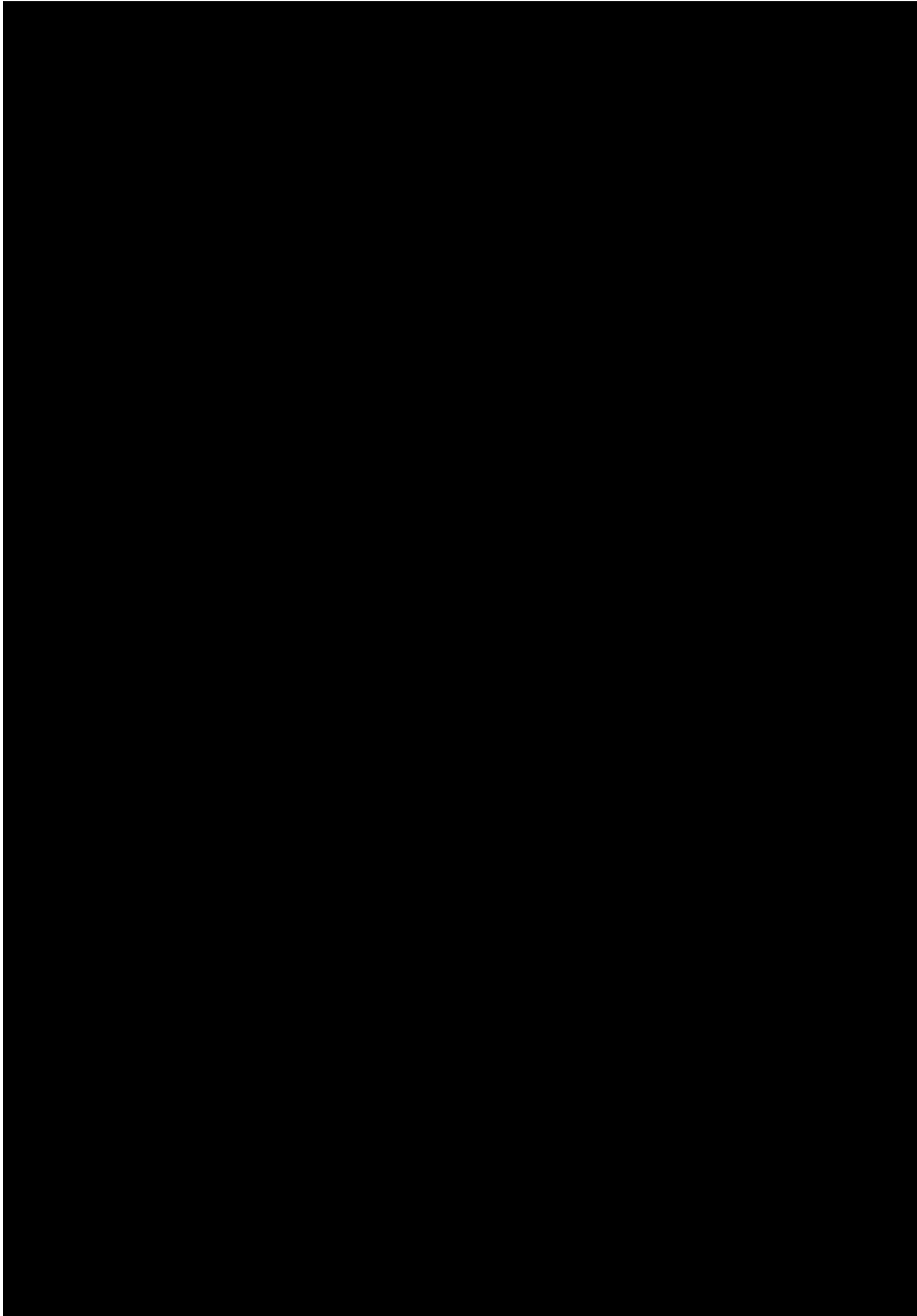
The conclusion of the study is that the intervention is effective in improving the outcome variable. The findings suggest that the intervention is a promising approach for improving the outcome variable. Further research is needed to confirm the findings and to explore the long-term effects of the intervention.

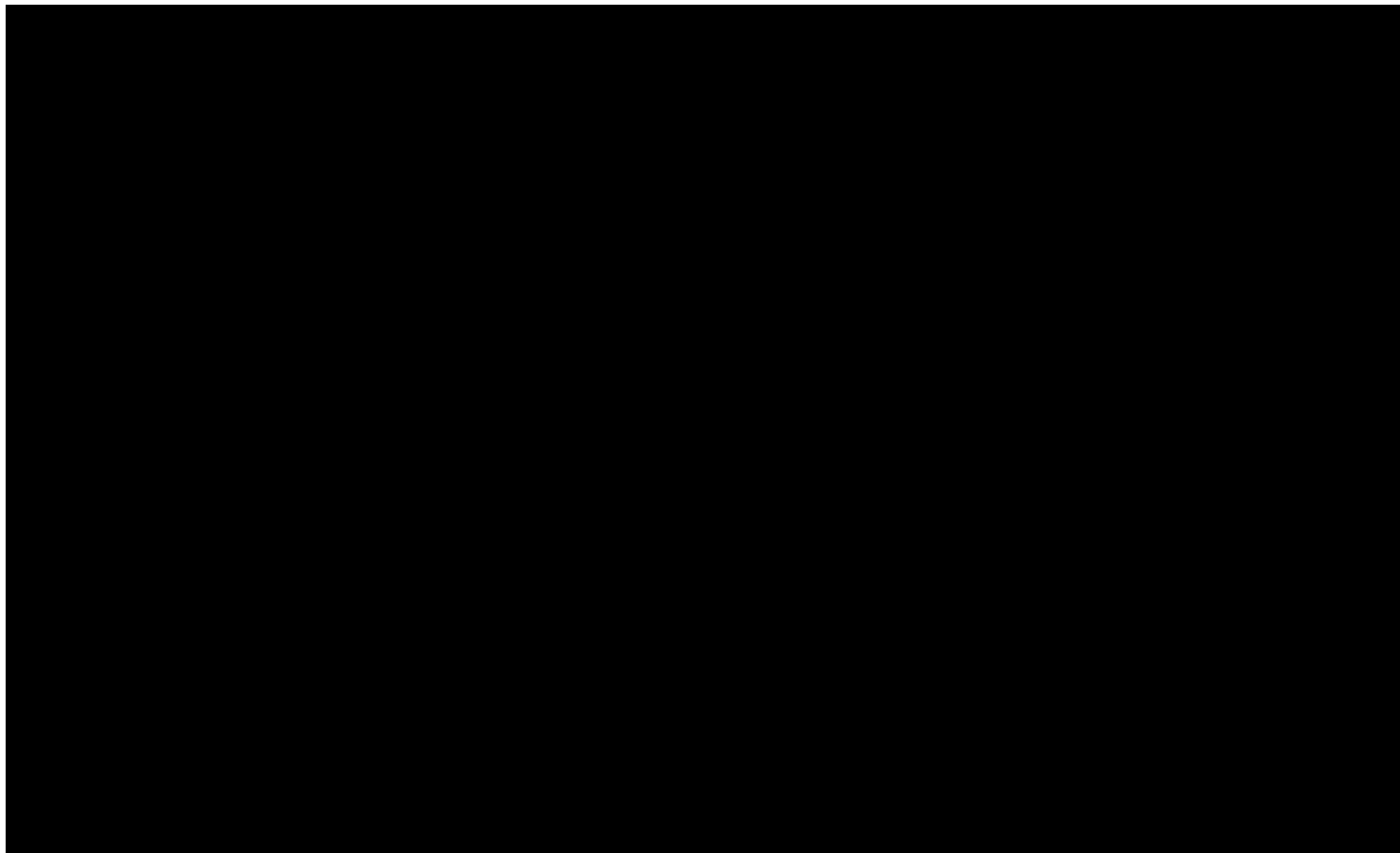






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the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion, from 1.1 billion in 1980 to 2.3 billion in 1999. The number of people aged 15 years and over has increased by 1.1 billion, from 1.1 billion in 1980 to 2.2 billion in 1999.

There are a number of reasons why the world population is growing so rapidly. One of the main reasons is that the number of children born to each woman has increased. This is due to a number of factors, including improved medical care, increased access to contraception, and a shift in cultural values.

Another reason why the world population is growing so rapidly is that the number of people who are surviving into old age has increased. This is due to a number of factors, including improved medical care, increased access to health care, and a shift in cultural values.

There are a number of challenges that the world population growth poses. One of the main challenges is that it is putting a strain on the world's resources. This is because there are a limited number of resources, such as food, water, and energy, and the growing population is increasing the demand for these resources.

Another challenge that the world population growth poses is that it is increasing the risk of environmental degradation. This is because the growing population is increasing the demand for land, which is leading to deforestation and the loss of biodiversity.

There are a number of ways that the world population growth can be managed. One way is to improve the world's resources. This can be done by increasing the efficiency of resource use and by developing new technologies that can help to produce more food, water, and energy.

Another way that the world population growth can be managed is by reducing the number of people who are surviving into old age. This can be done by improving medical care and by increasing access to health care.

There are a number of other ways that the world population growth can be managed. These include increasing the number of people who are using contraception, and shifting cultural values so that having a large family is no longer seen as a goal.

The world population growth is a complex issue that requires a number of different approaches to manage it. By improving the world's resources, reducing the number of people who are surviving into old age, and increasing the number of people who are using contraception, the world population growth can be managed in a way that is sustainable for the future.

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The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants. The data was then analyzed using statistical software. The results of the analysis are presented in the following table:

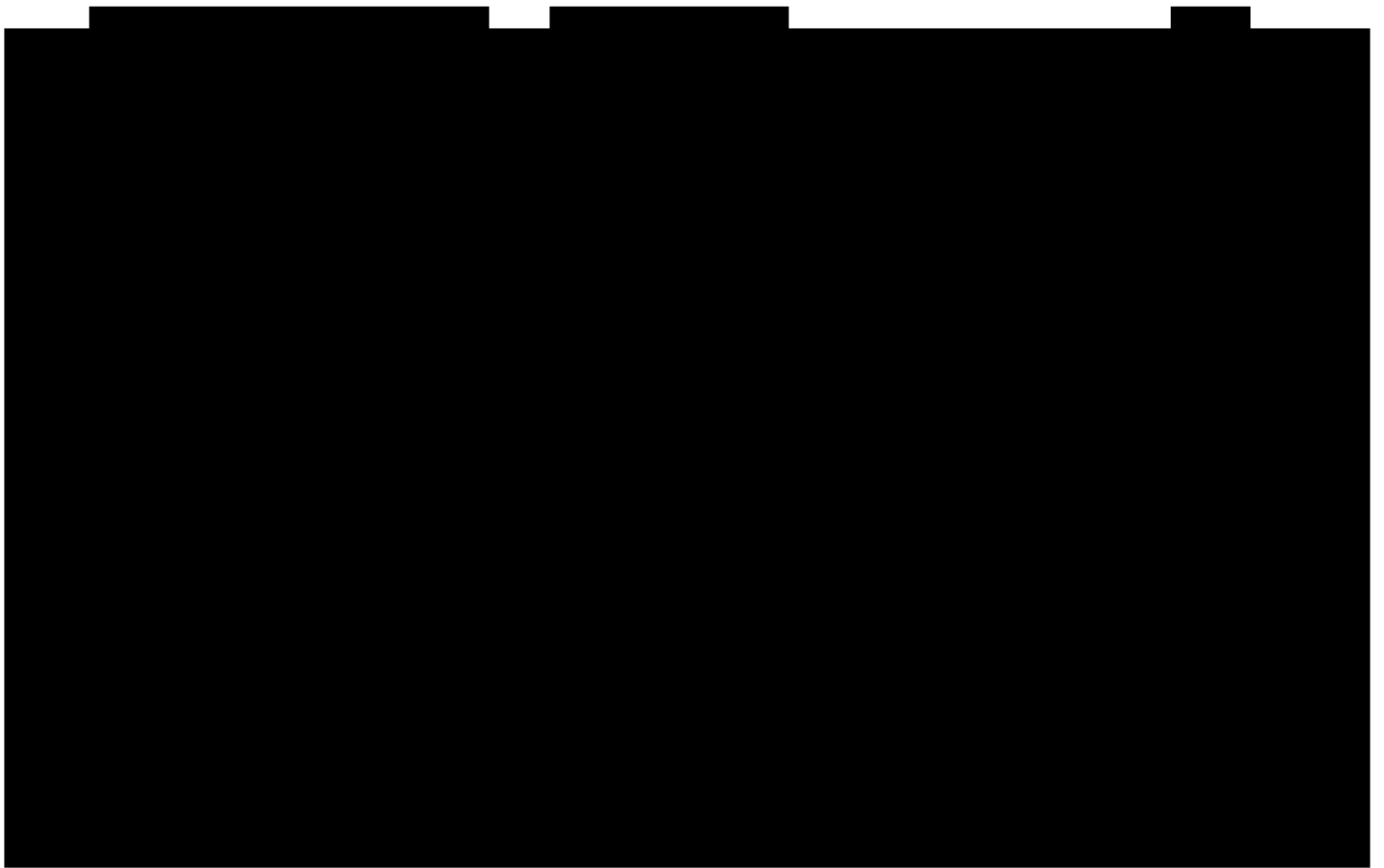
| Variable   | Mean | Standard Deviation |
|------------|------|--------------------|
| Variable 1 | 1.2  | 0.5                |
| Variable 2 | 2.5  | 0.8                |
| Variable 3 | 3.1  | 1.2                |
| Variable 4 | 4.5  | 1.5                |
| Variable 5 | 5.2  | 1.8                |

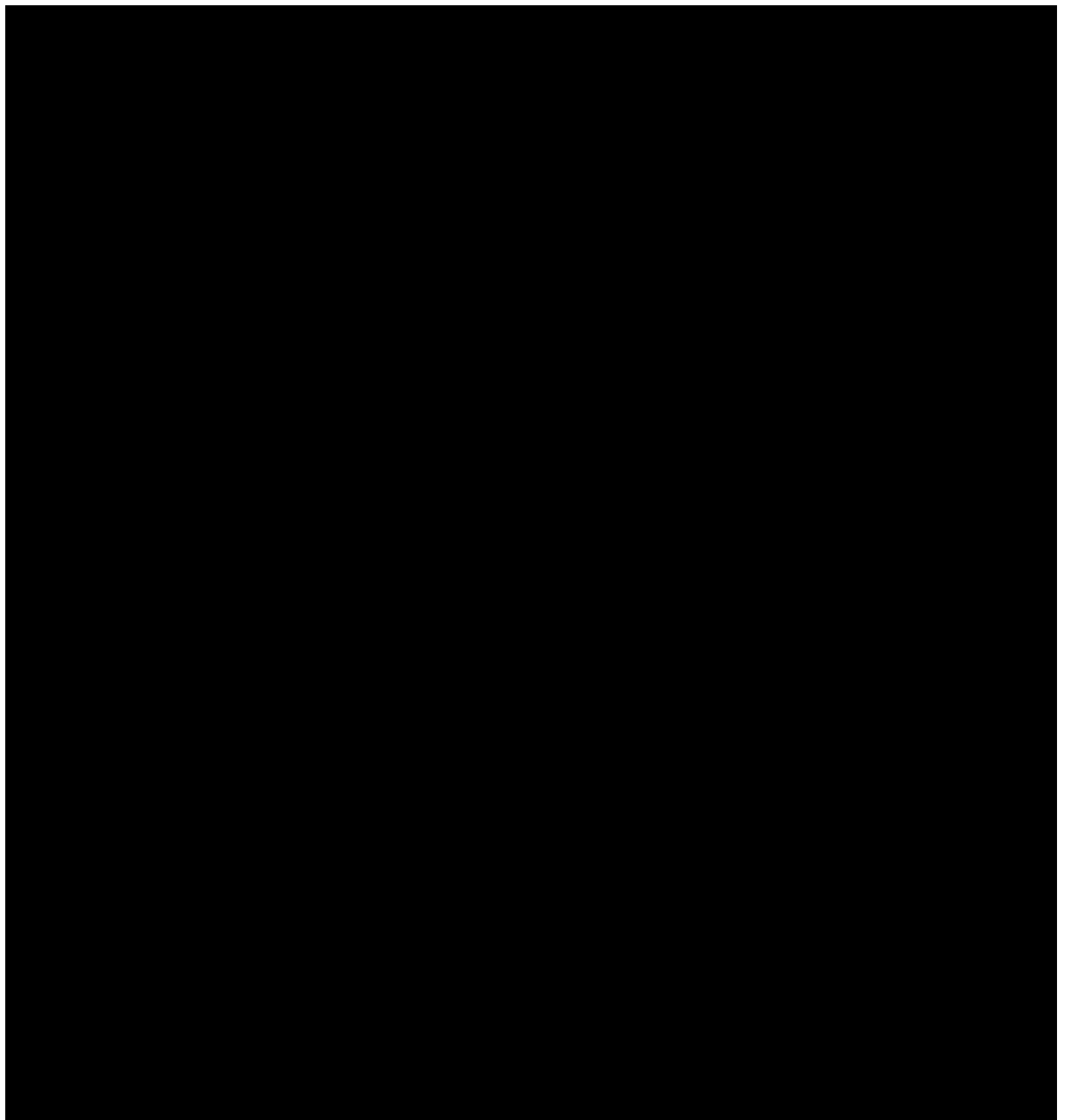
The results of the study indicate that there is a significant relationship between the variables. The findings suggest that the research has important implications for the field. Further research is needed to explore the topic in more detail.











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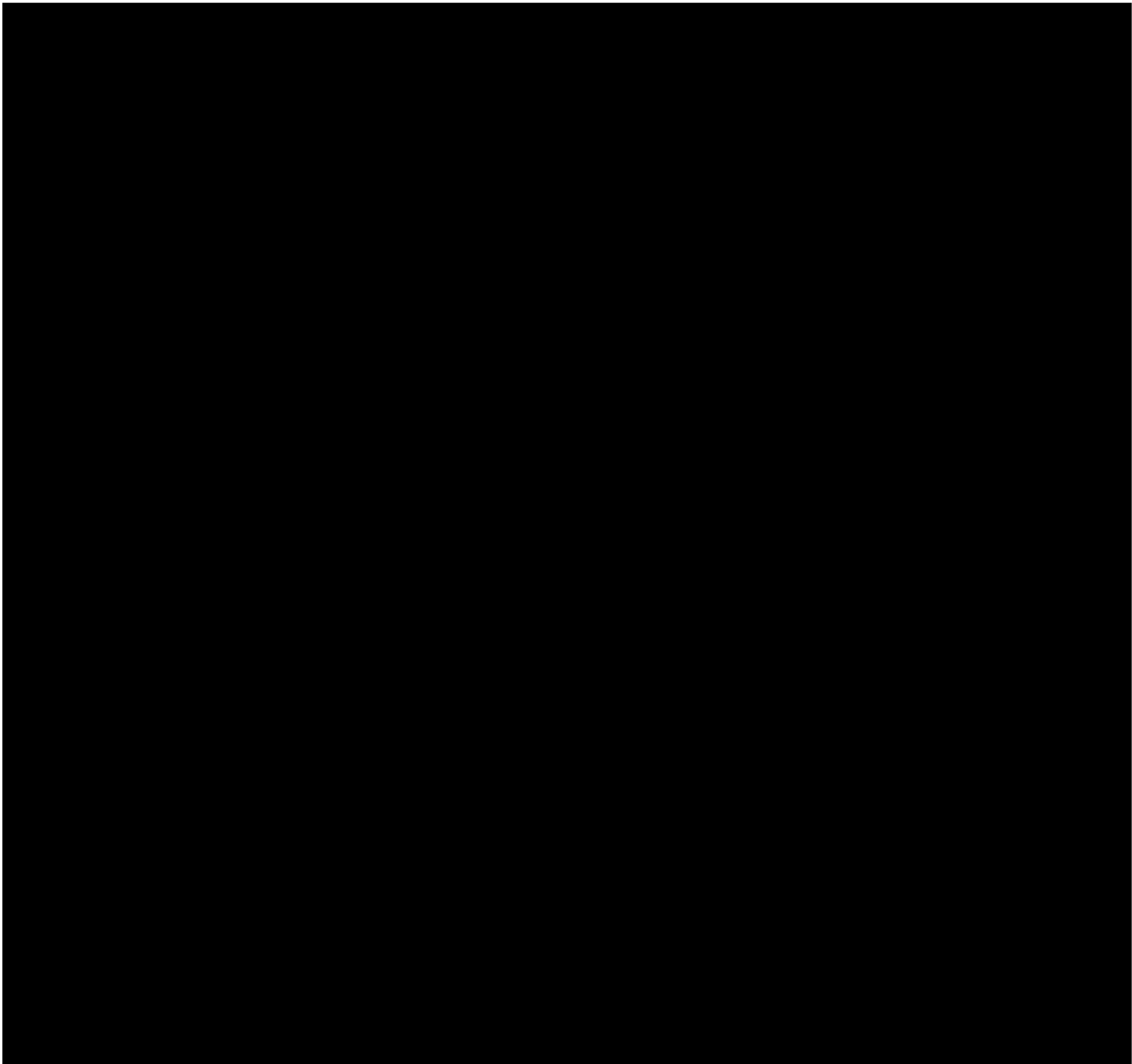




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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1 million (Office for National Statistics 1999). The number of people aged 65 and over is projected to increase to 10.5 million by 2026, and the number of people aged 75 and over to 6.5 million (Office for National Statistics 1999).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (1999) has identified the need to develop a 'new paradigm' for the care of the elderly, which is based on the principles of 'active ageing' and 'positive ageing'. The 'new paradigm' is based on the idea that ageing is a process, and that the needs of the elderly are not fixed, but change over time. The 'new paradigm' is based on the idea that the elderly are not a homogeneous group, and that the needs of different groups of elderly people are different.

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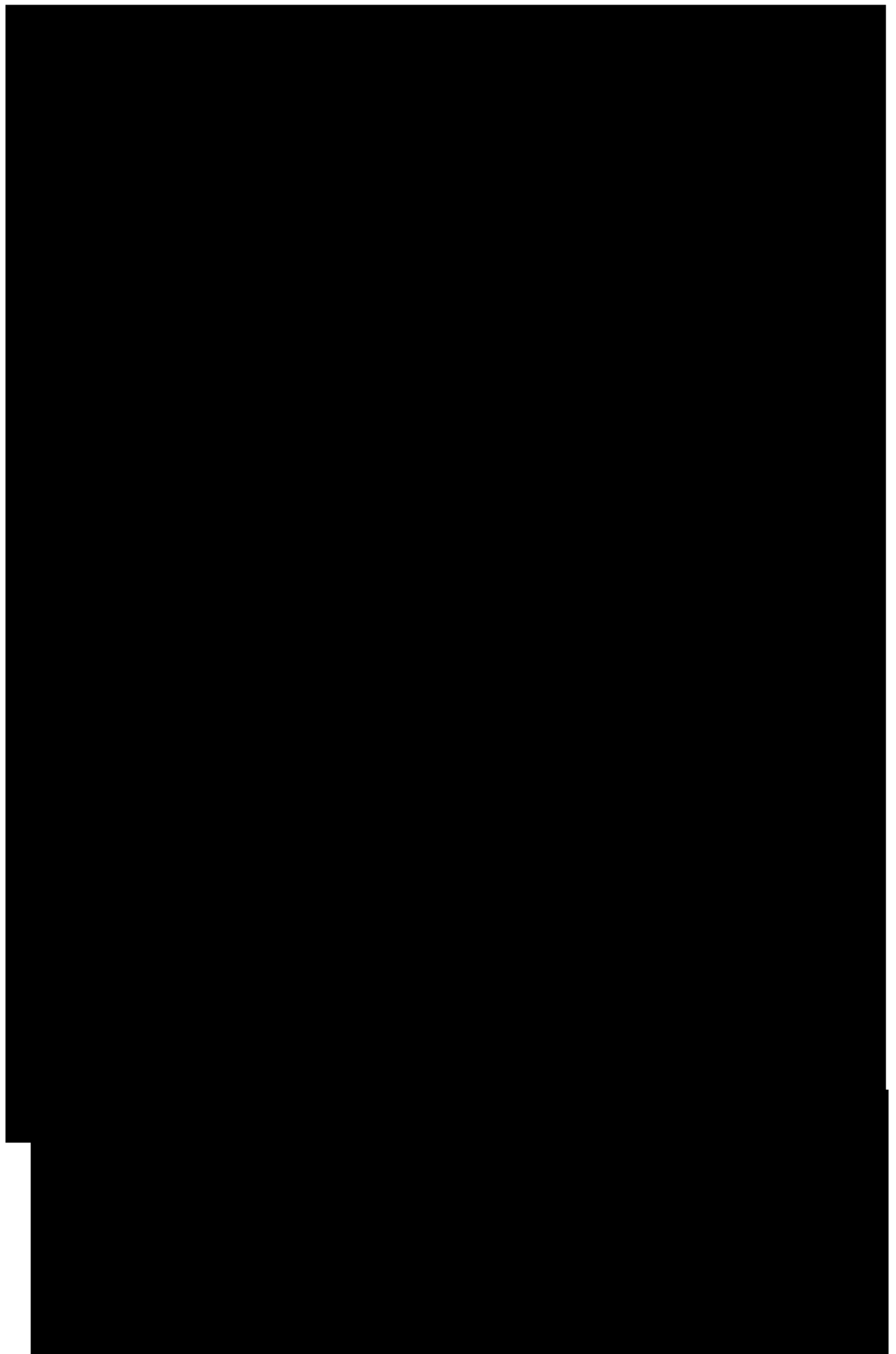
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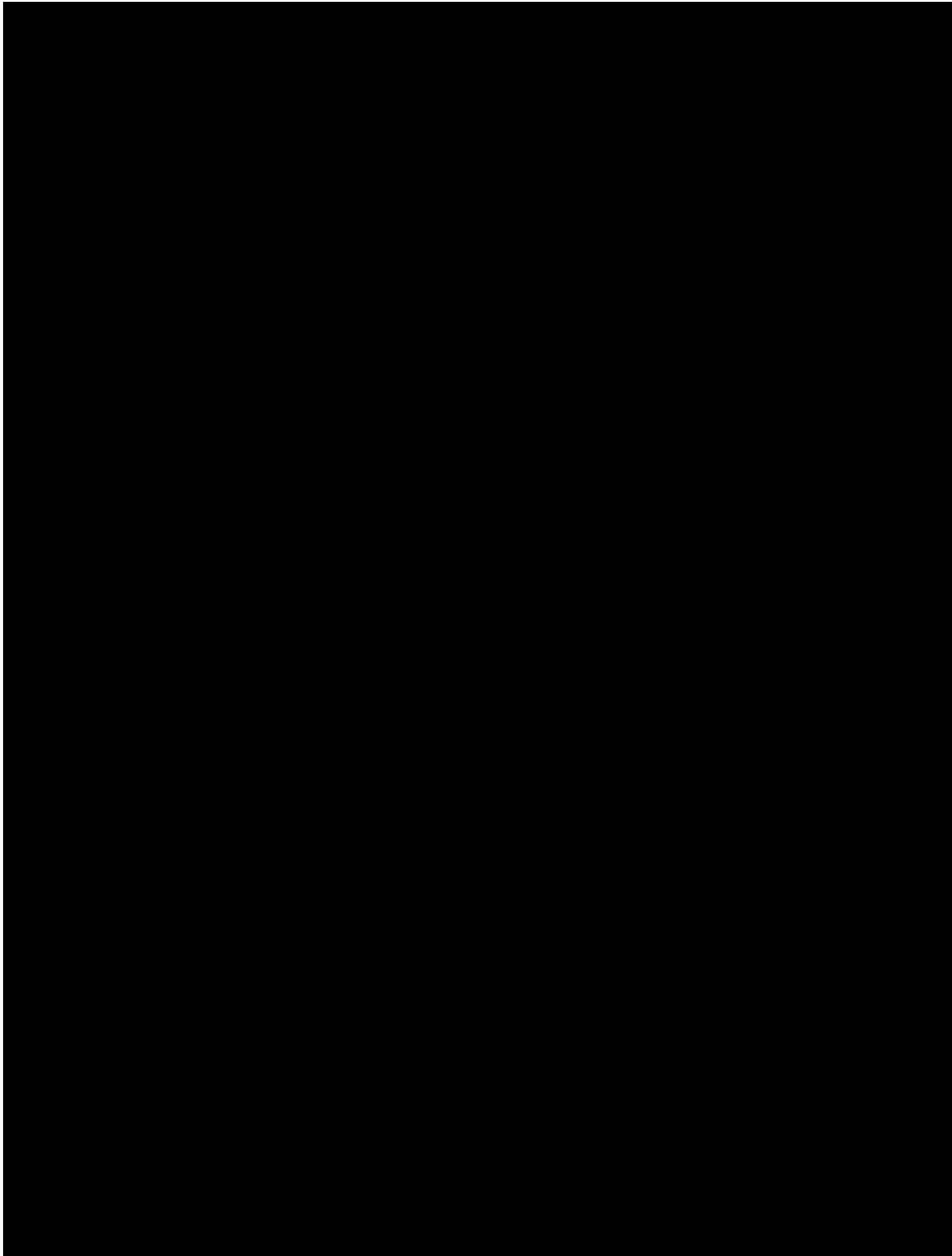
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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

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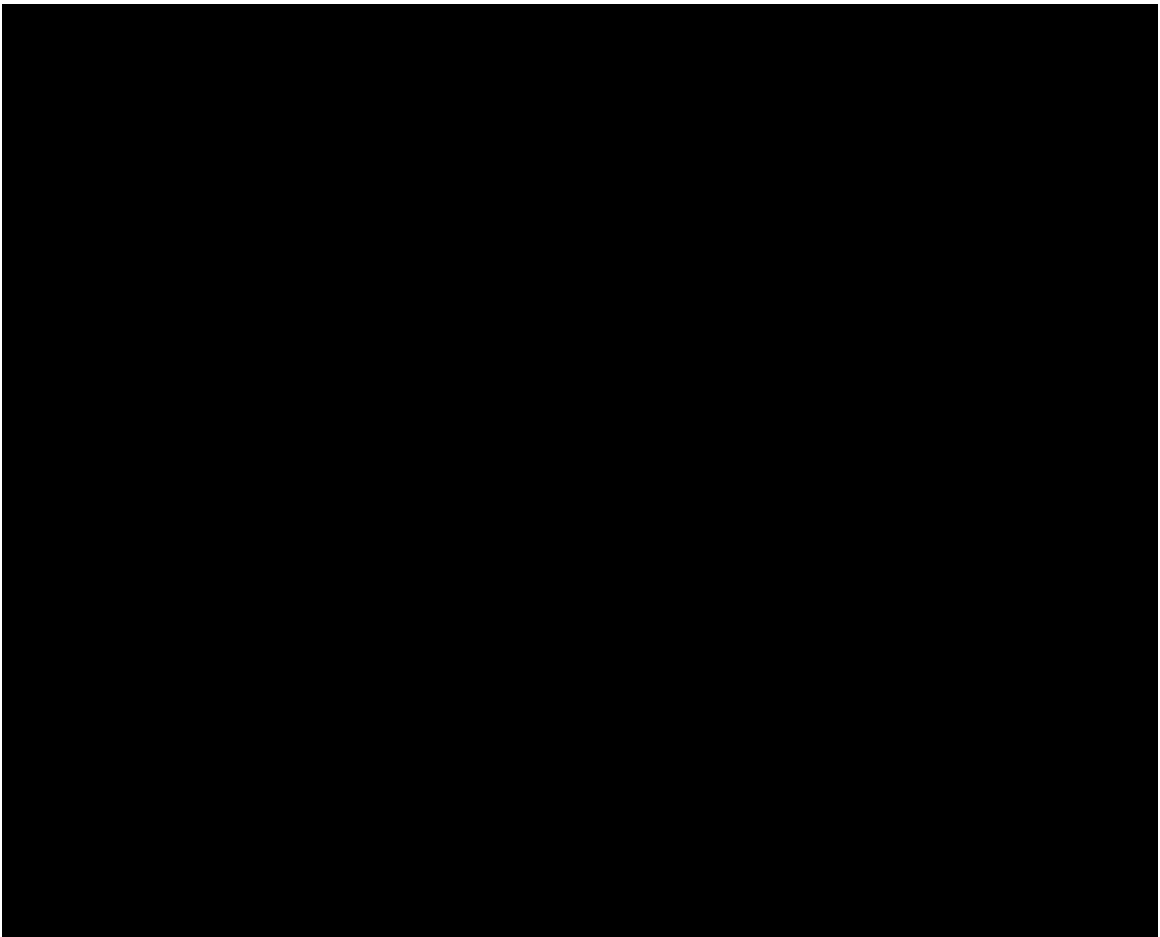
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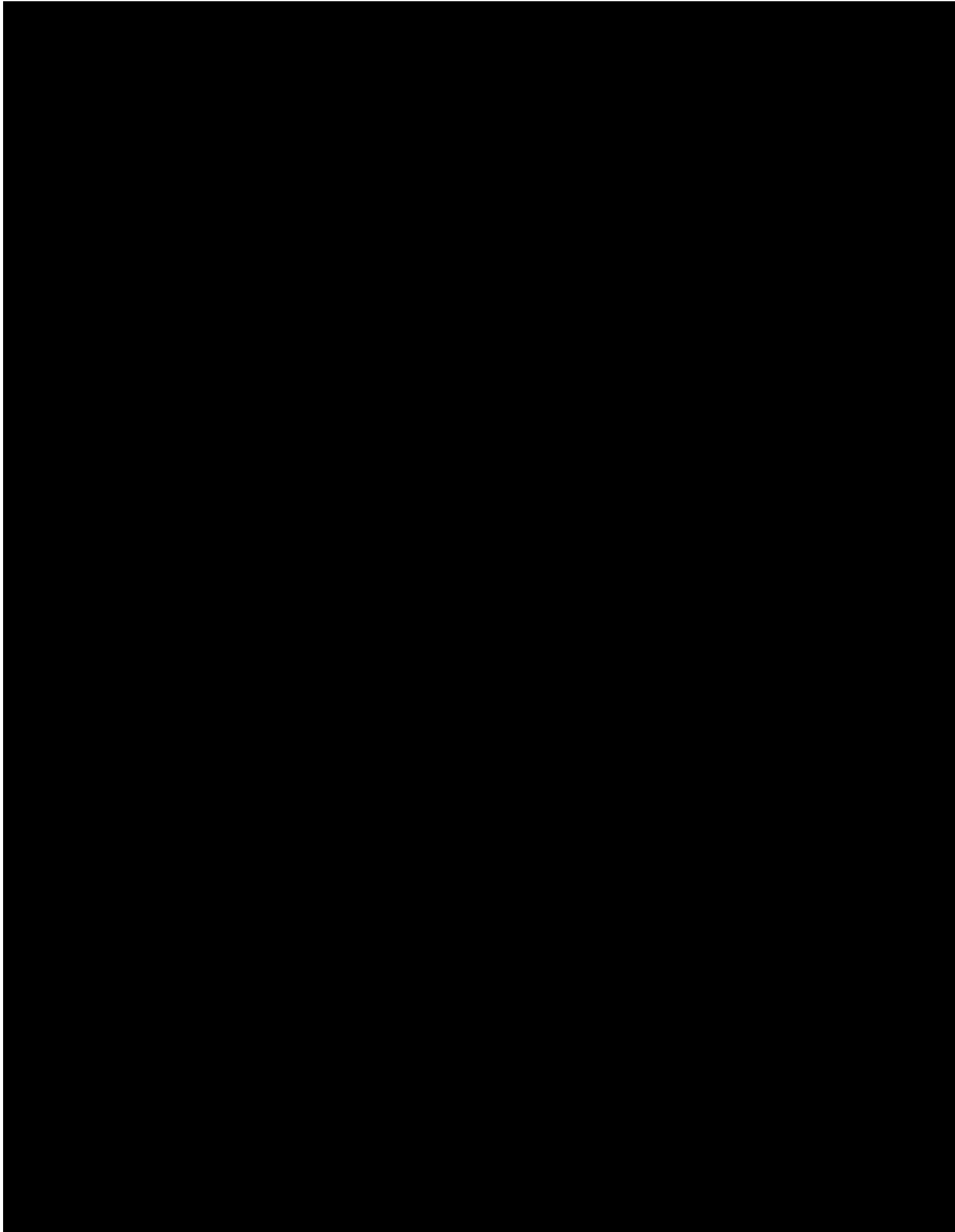
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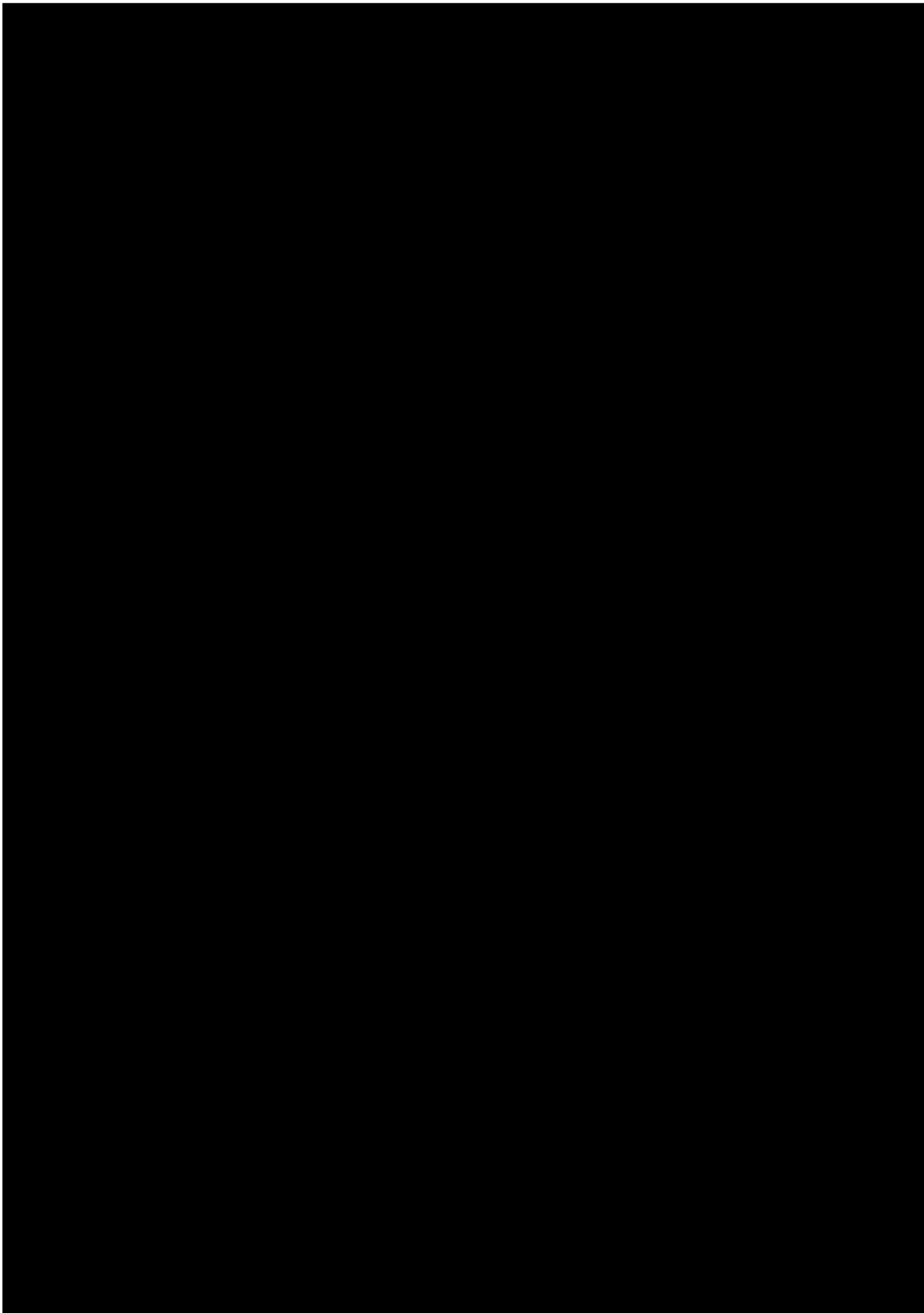




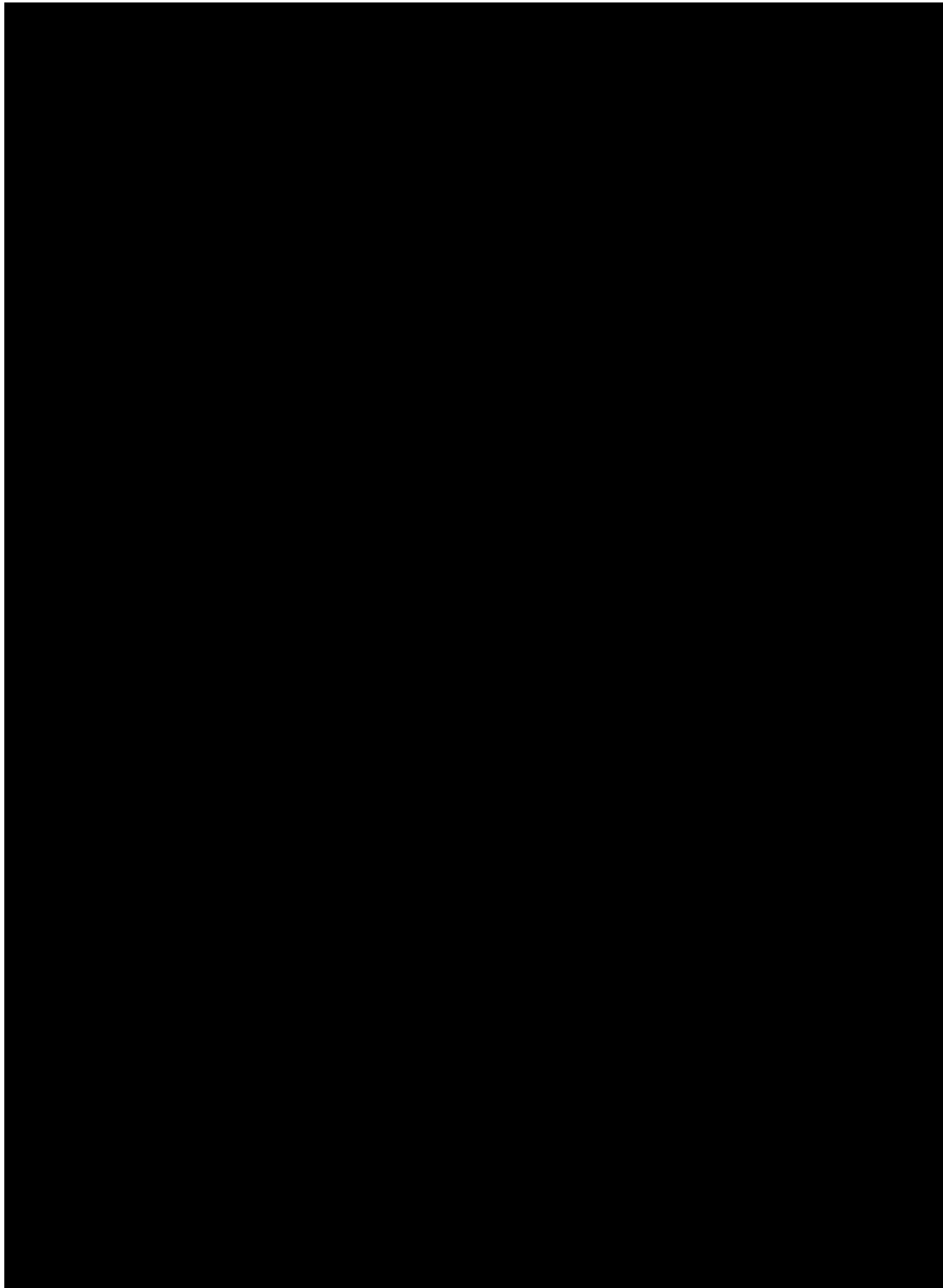


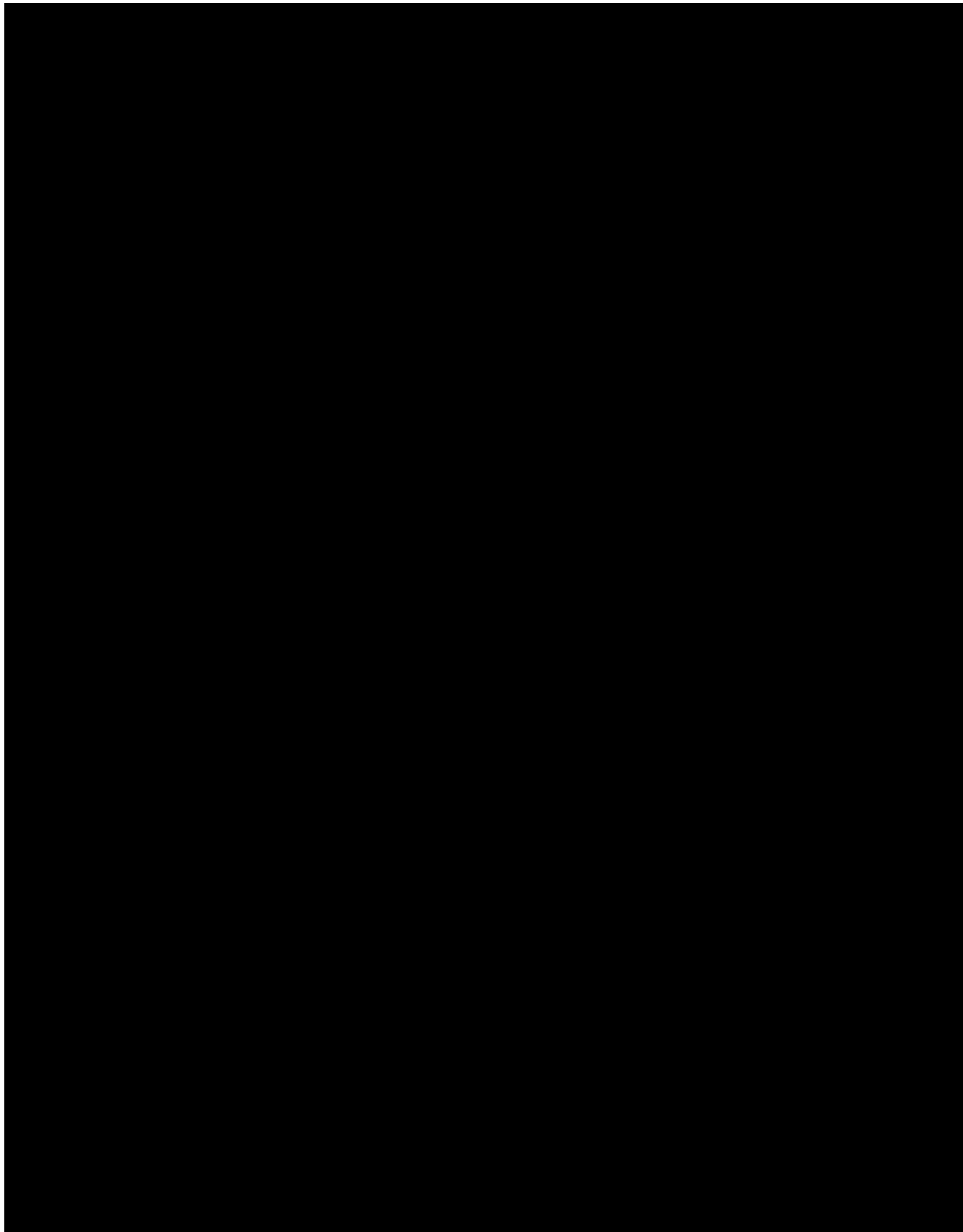








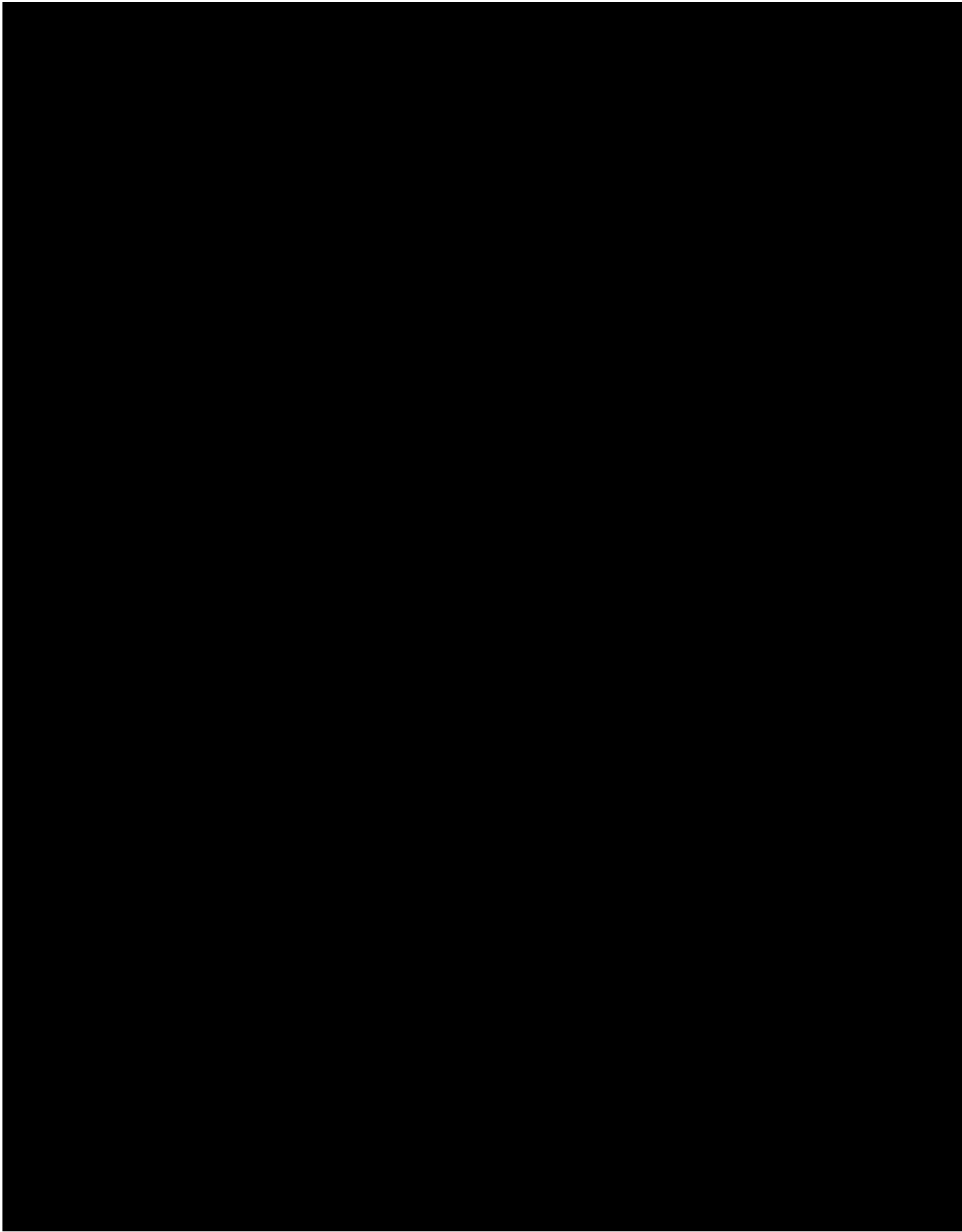


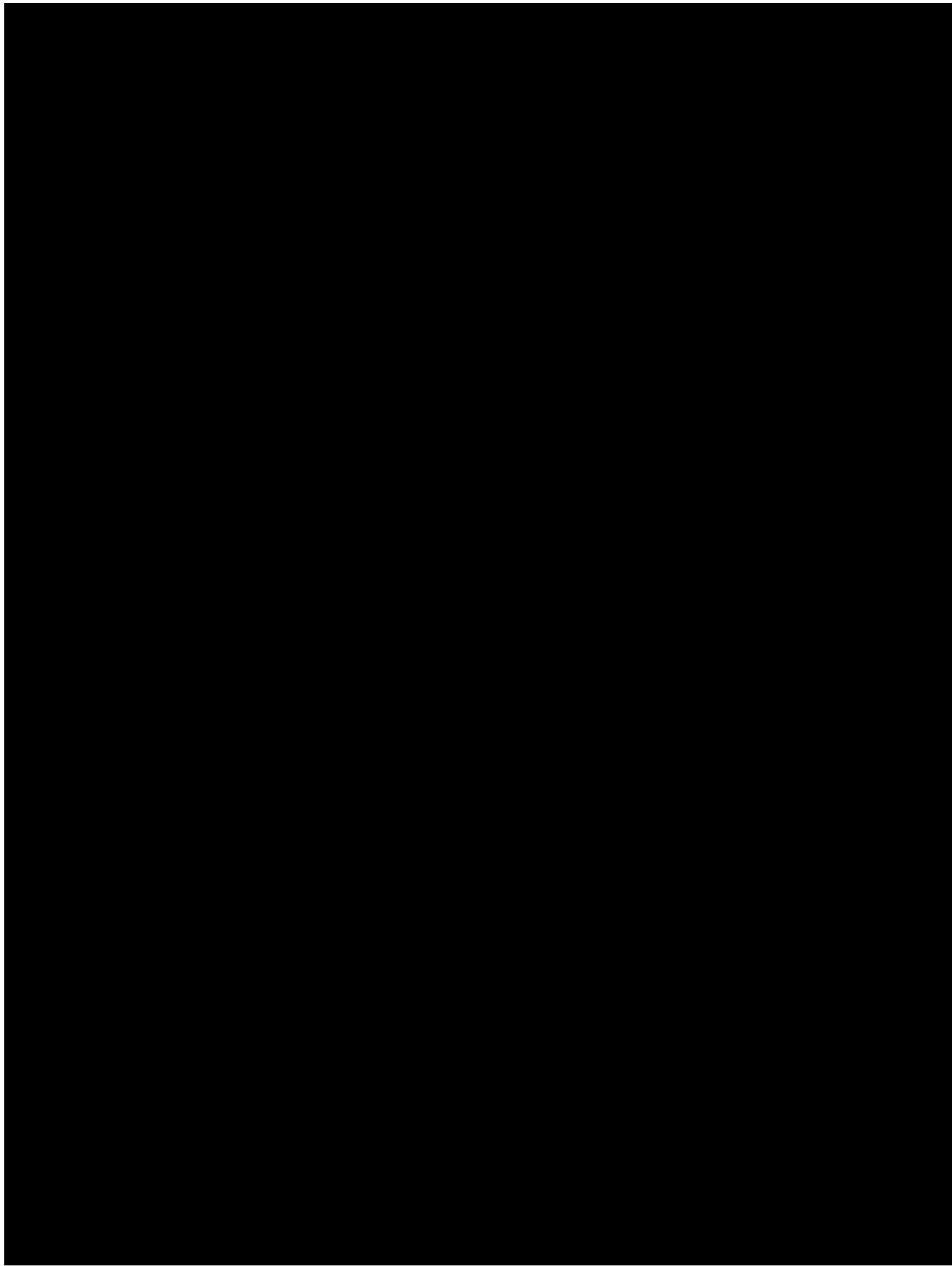


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The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical methods. The results of the study are presented in a clear and concise manner, and the conclusions are based on the evidence gathered. The implications of the findings are discussed in detail, and the paper provides a valuable contribution to the understanding of the topic.

The study was funded by the [funding source], and the authors would like to express their gratitude to the [funding source] for their support. The authors also thank the [participants] for their participation in the study, and the [reviewers] for their helpful comments and suggestions.





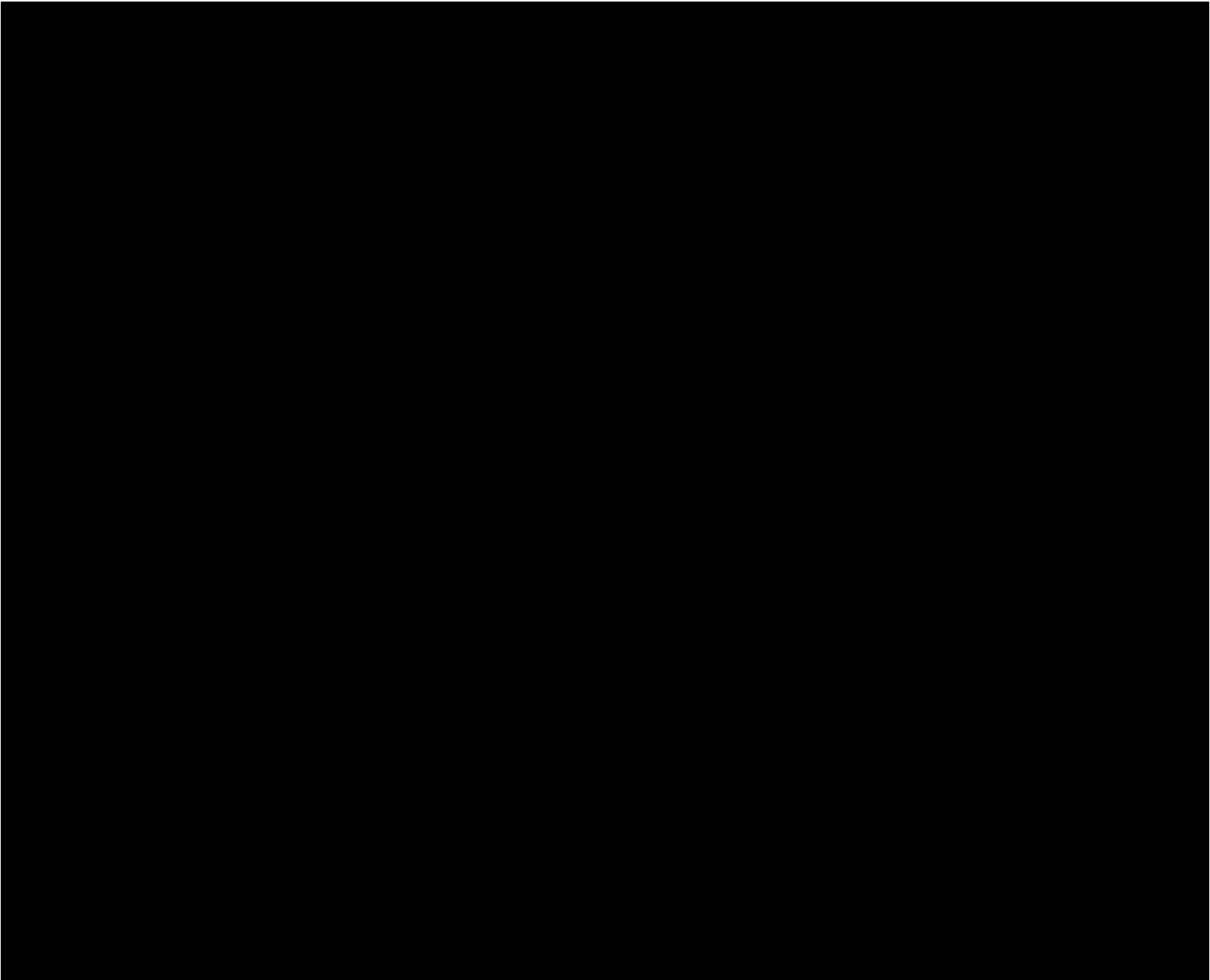
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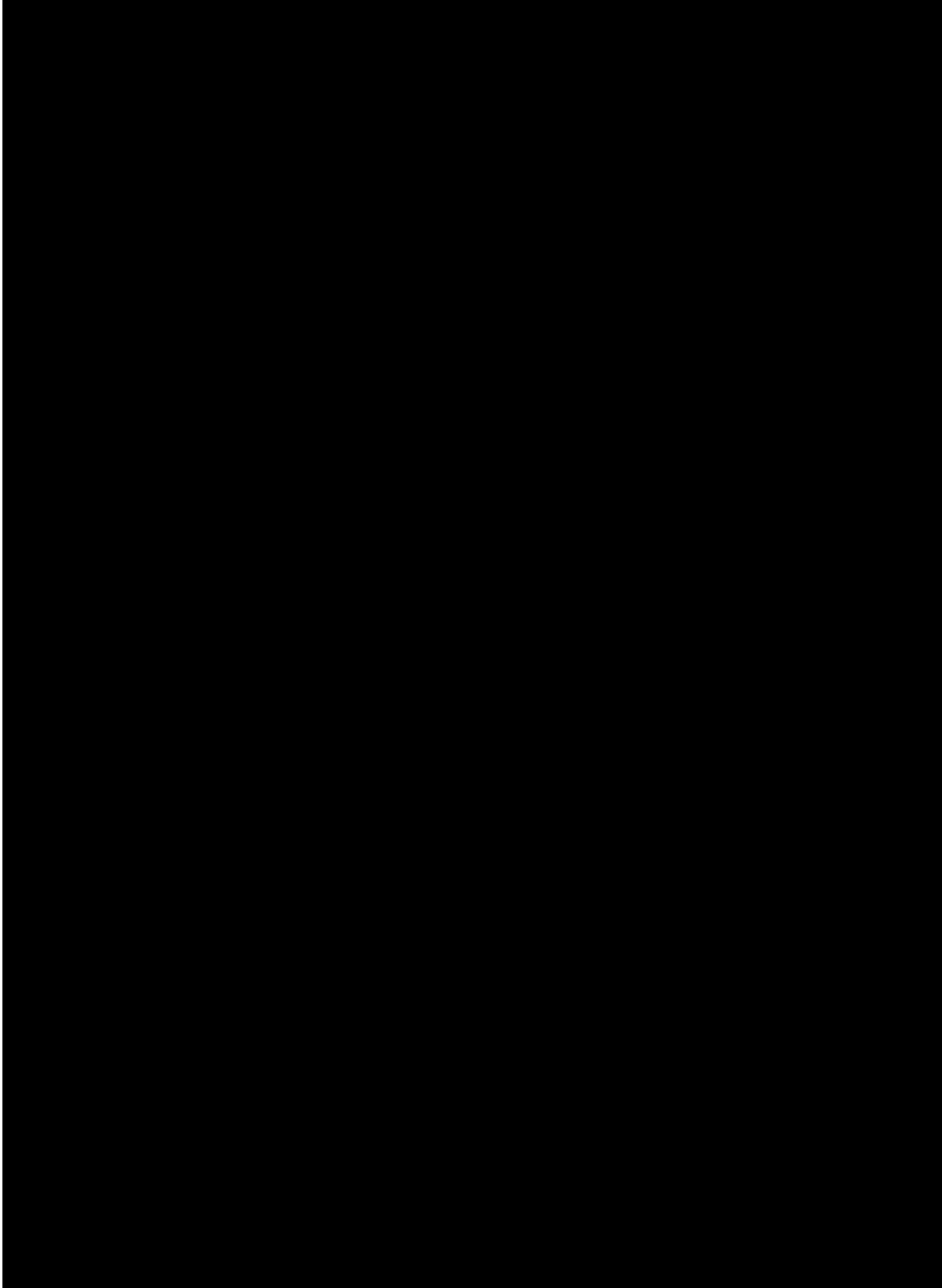
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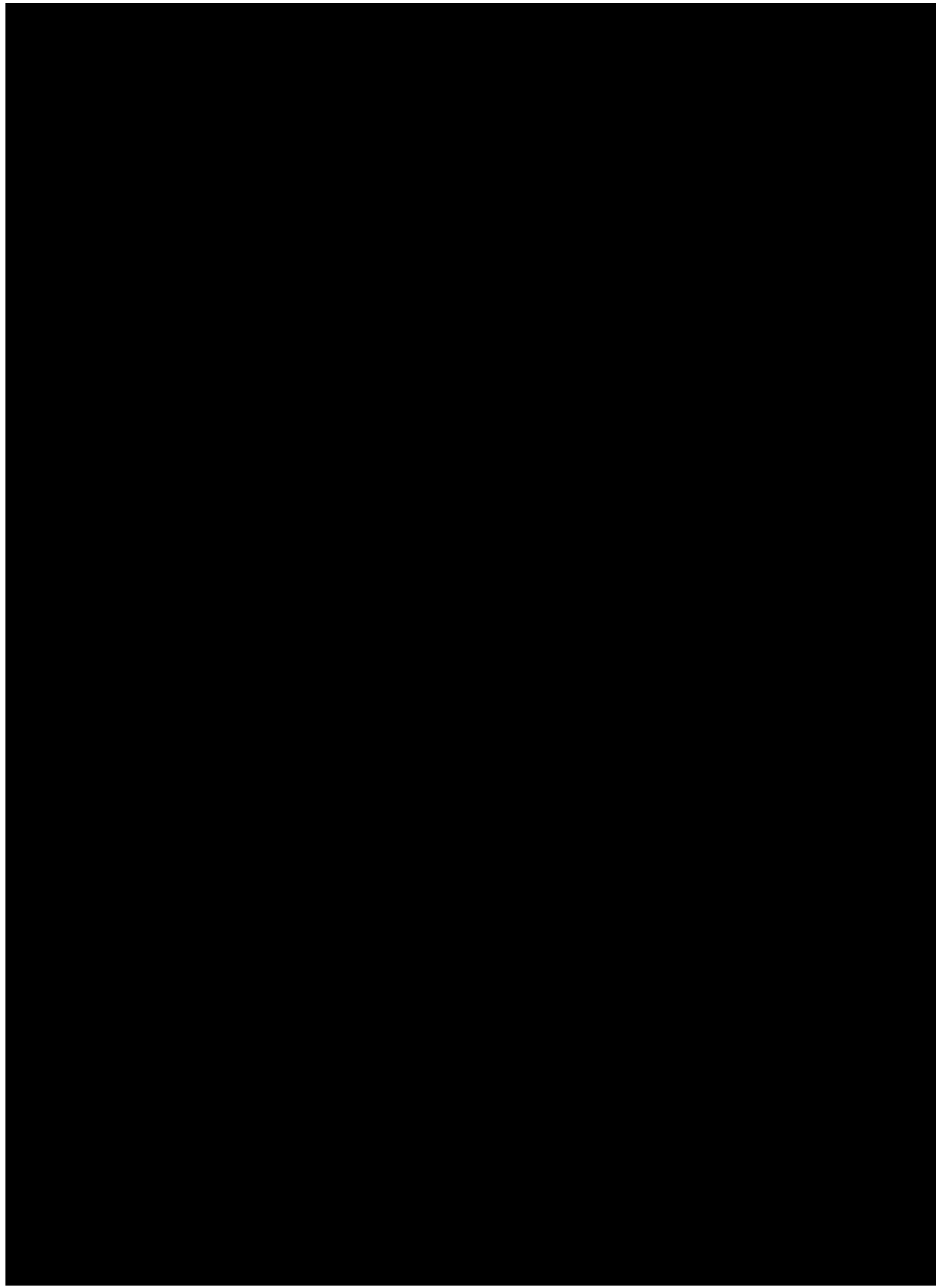
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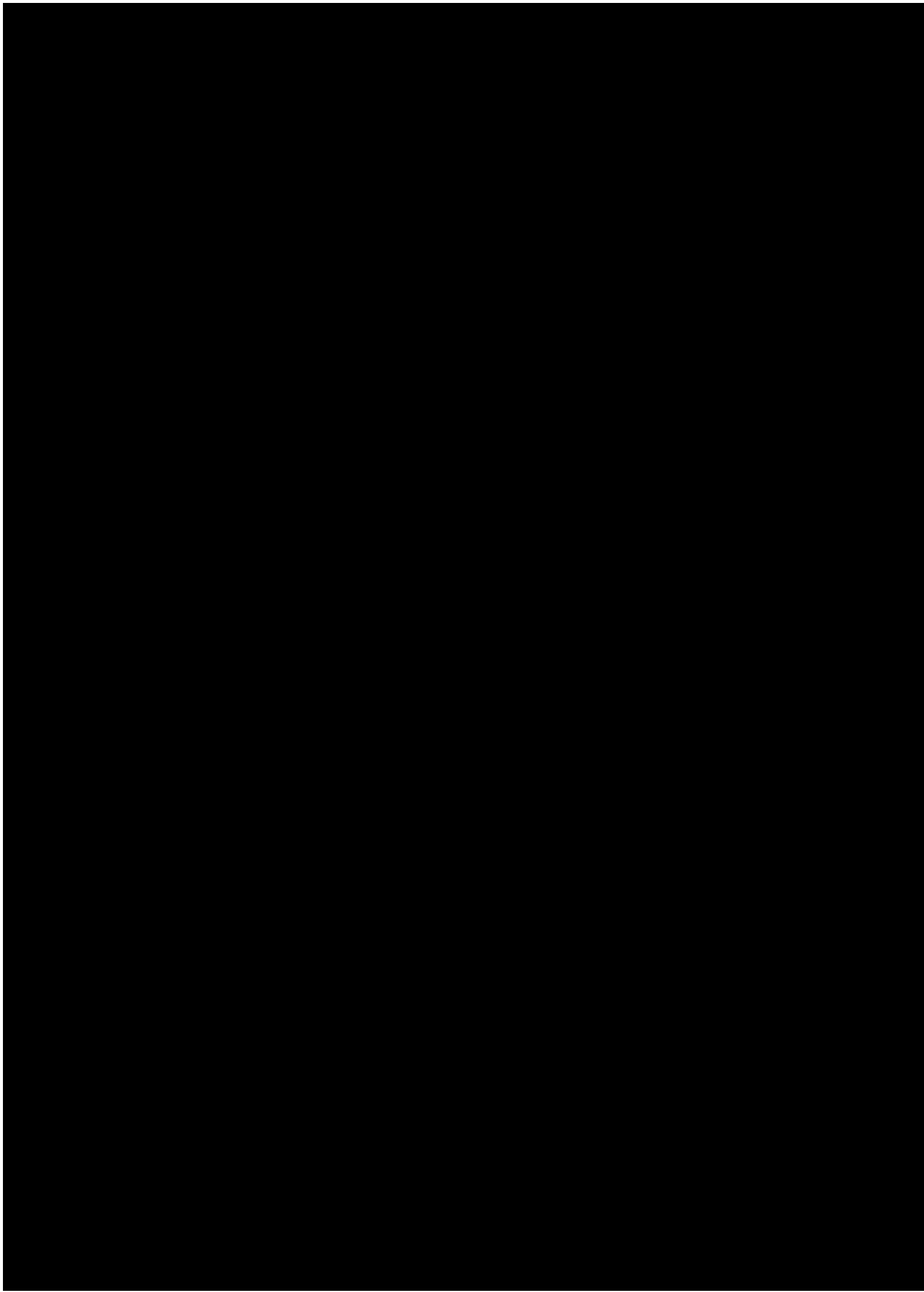


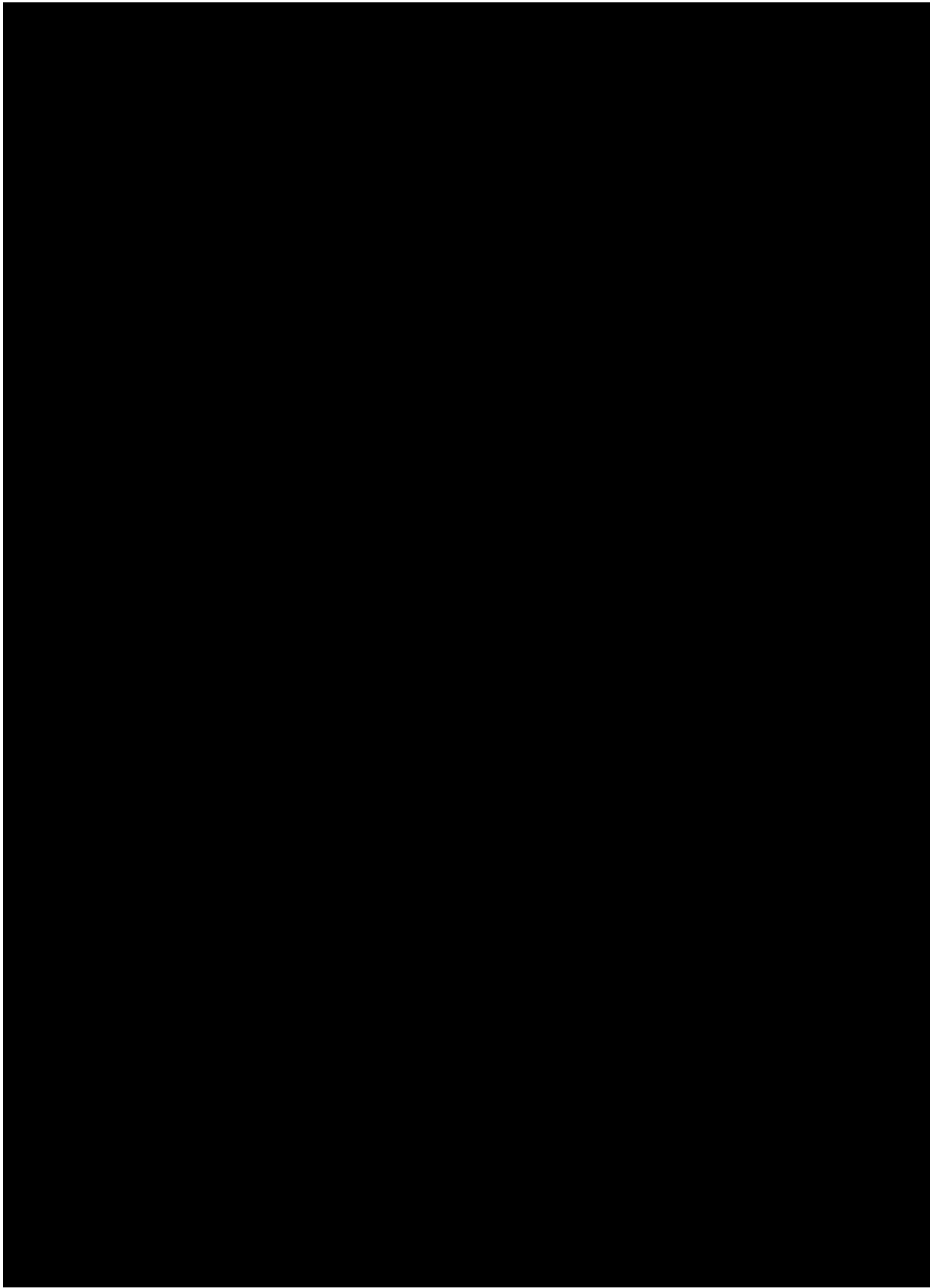








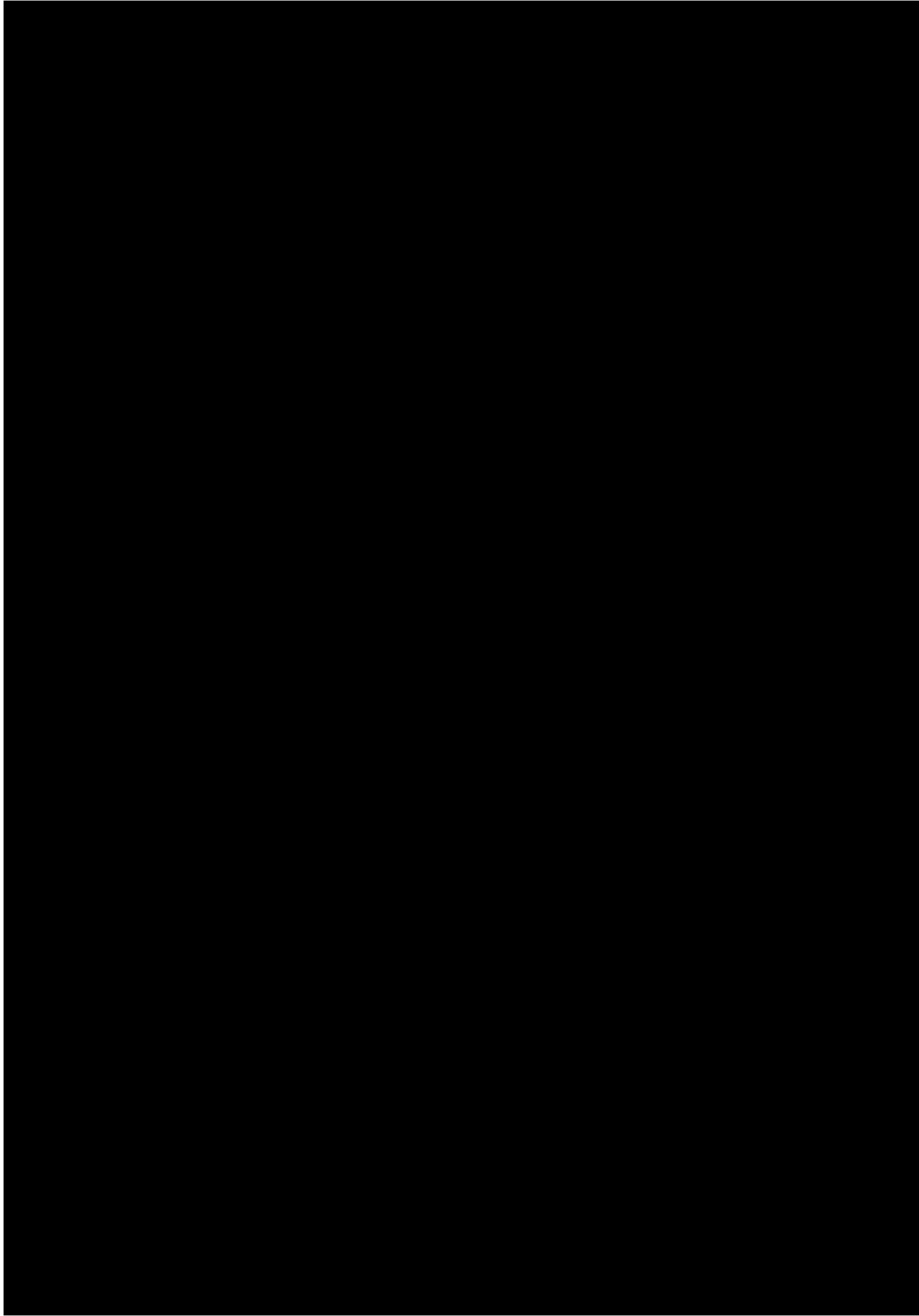


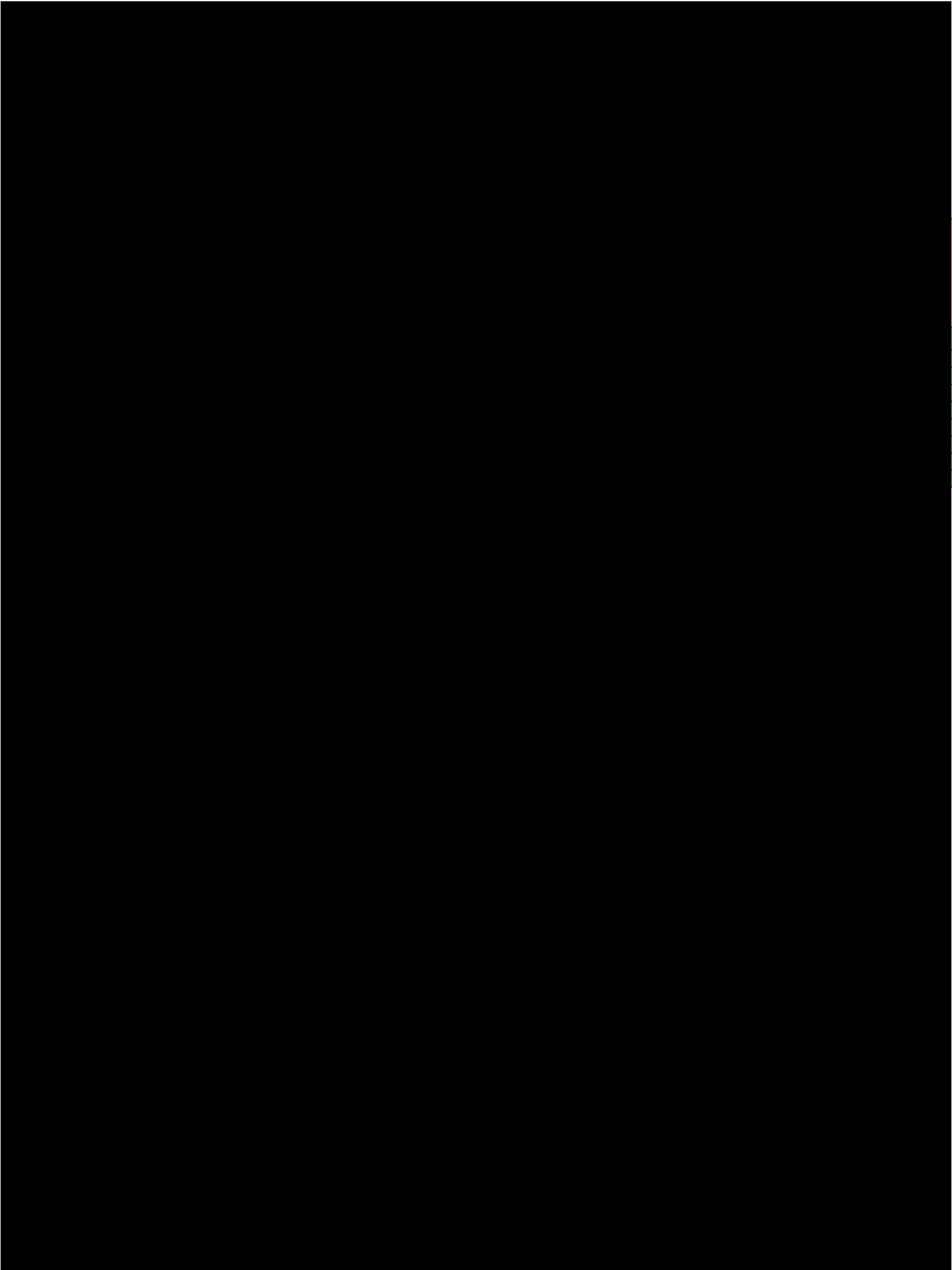




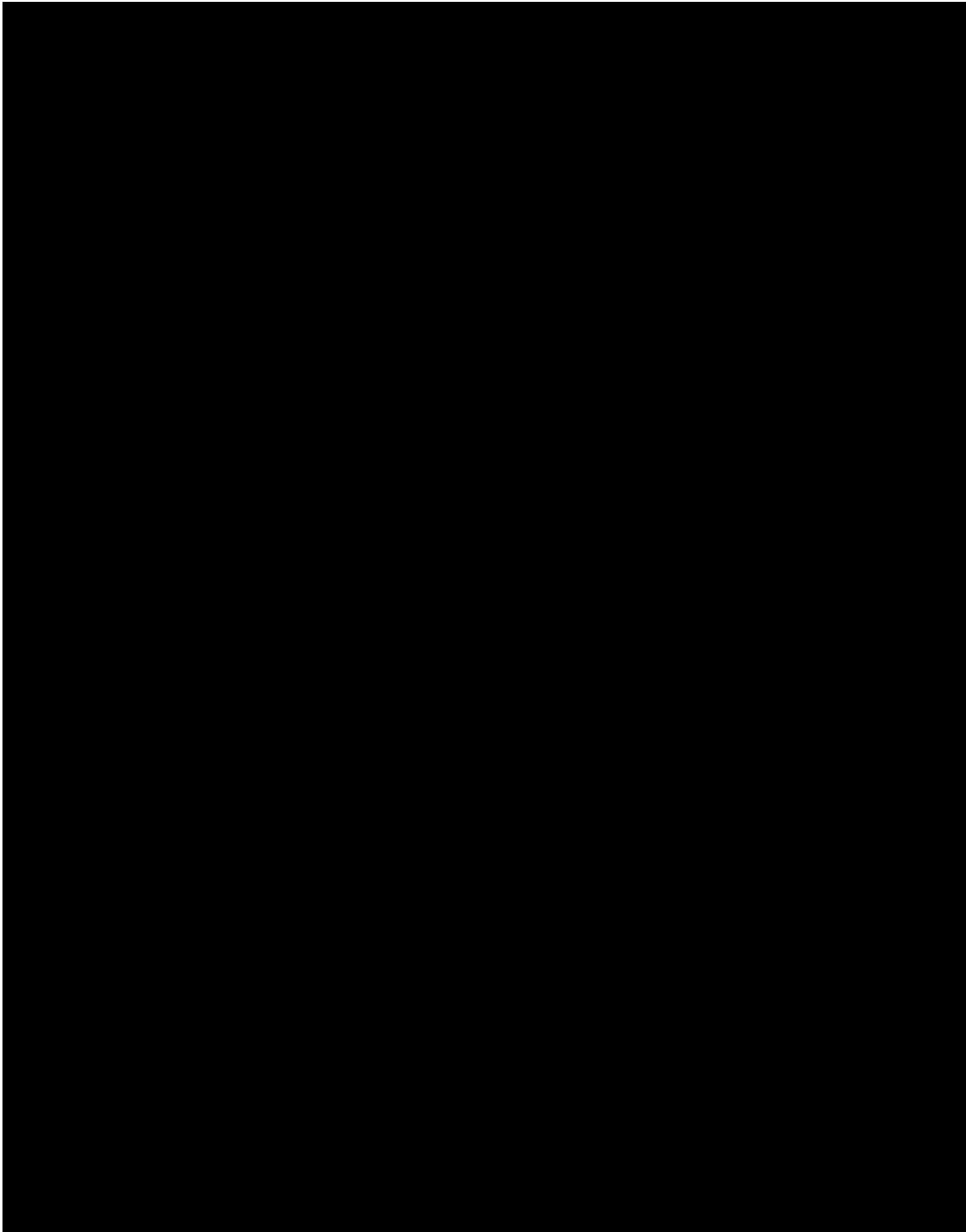


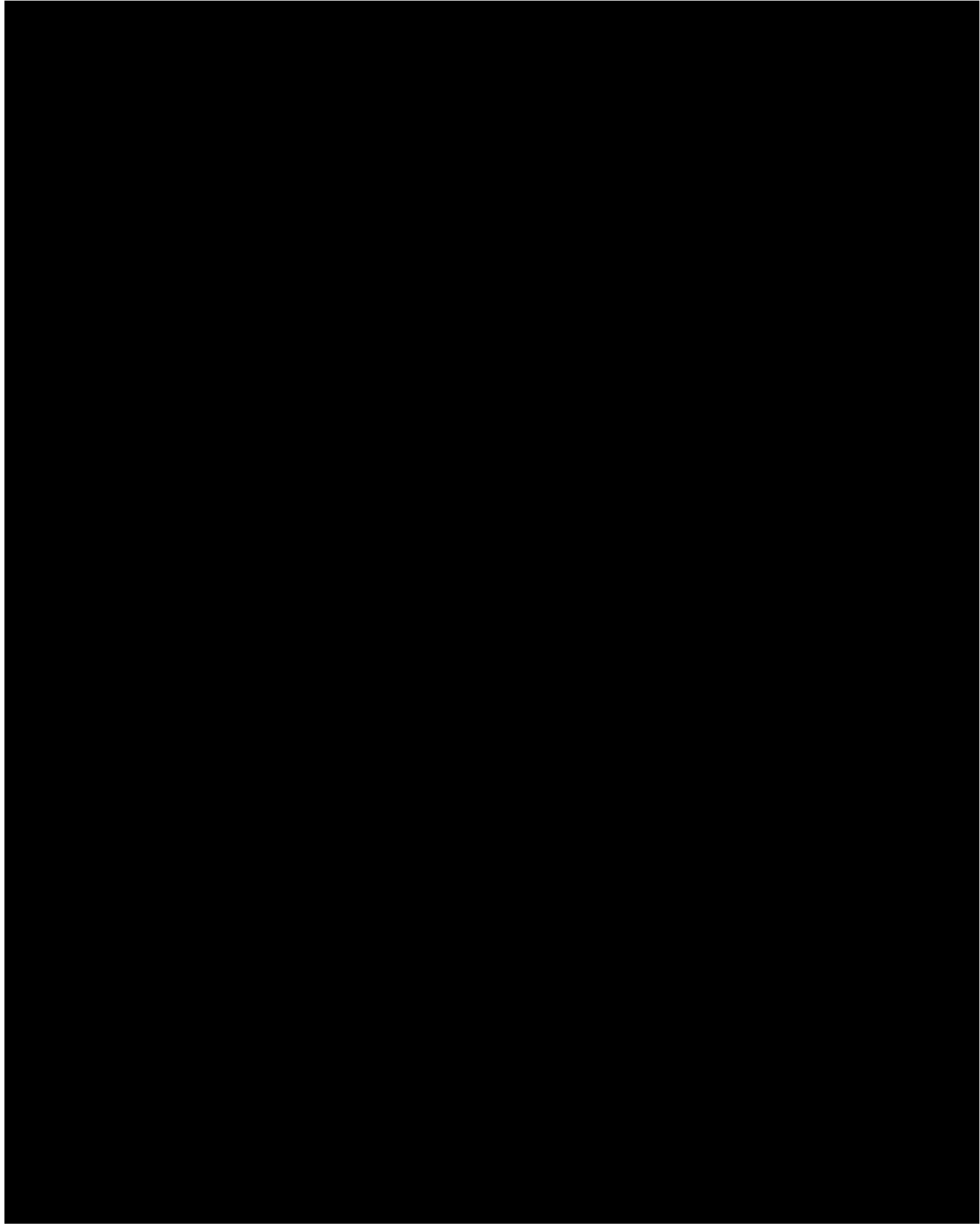










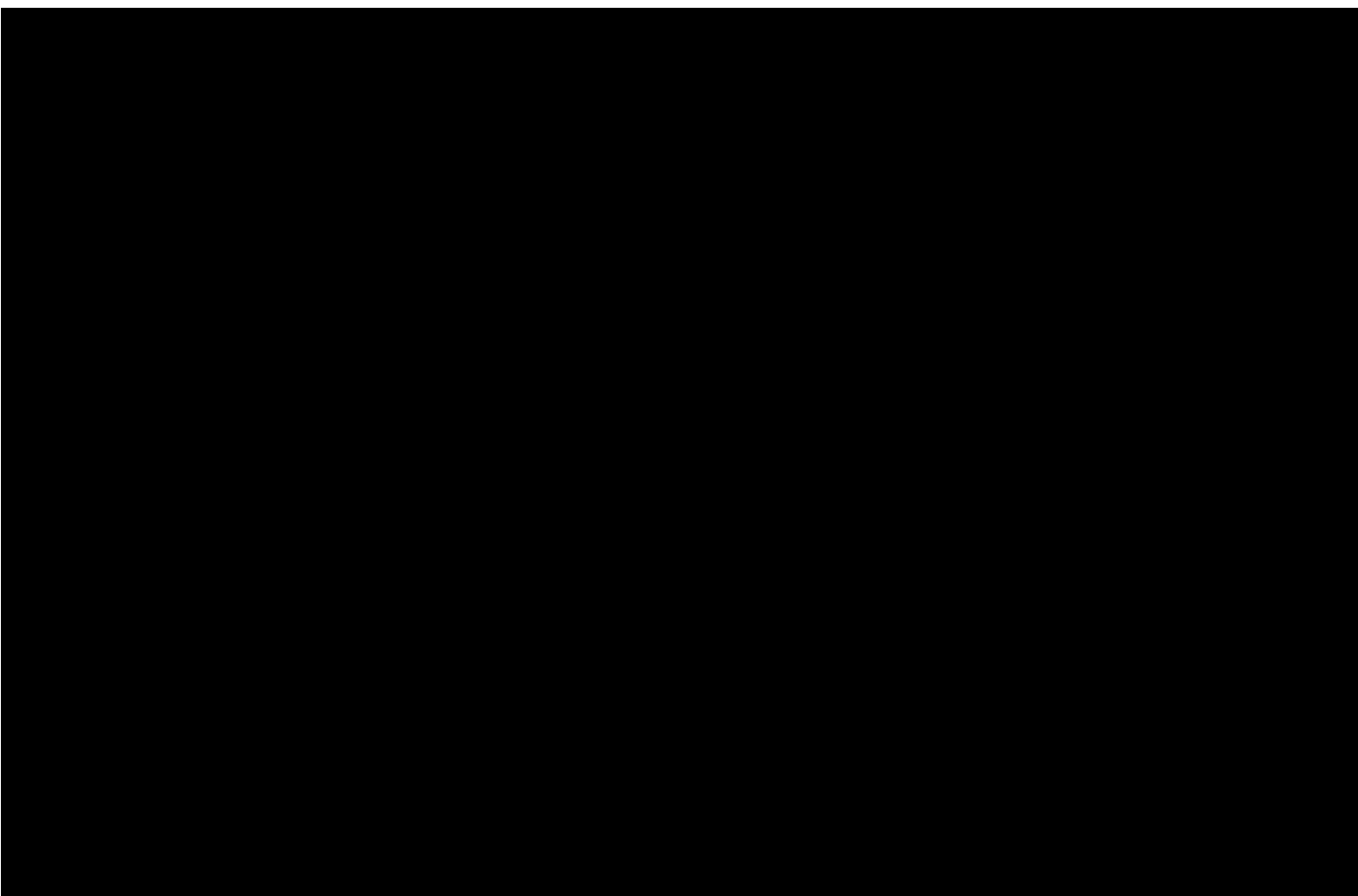


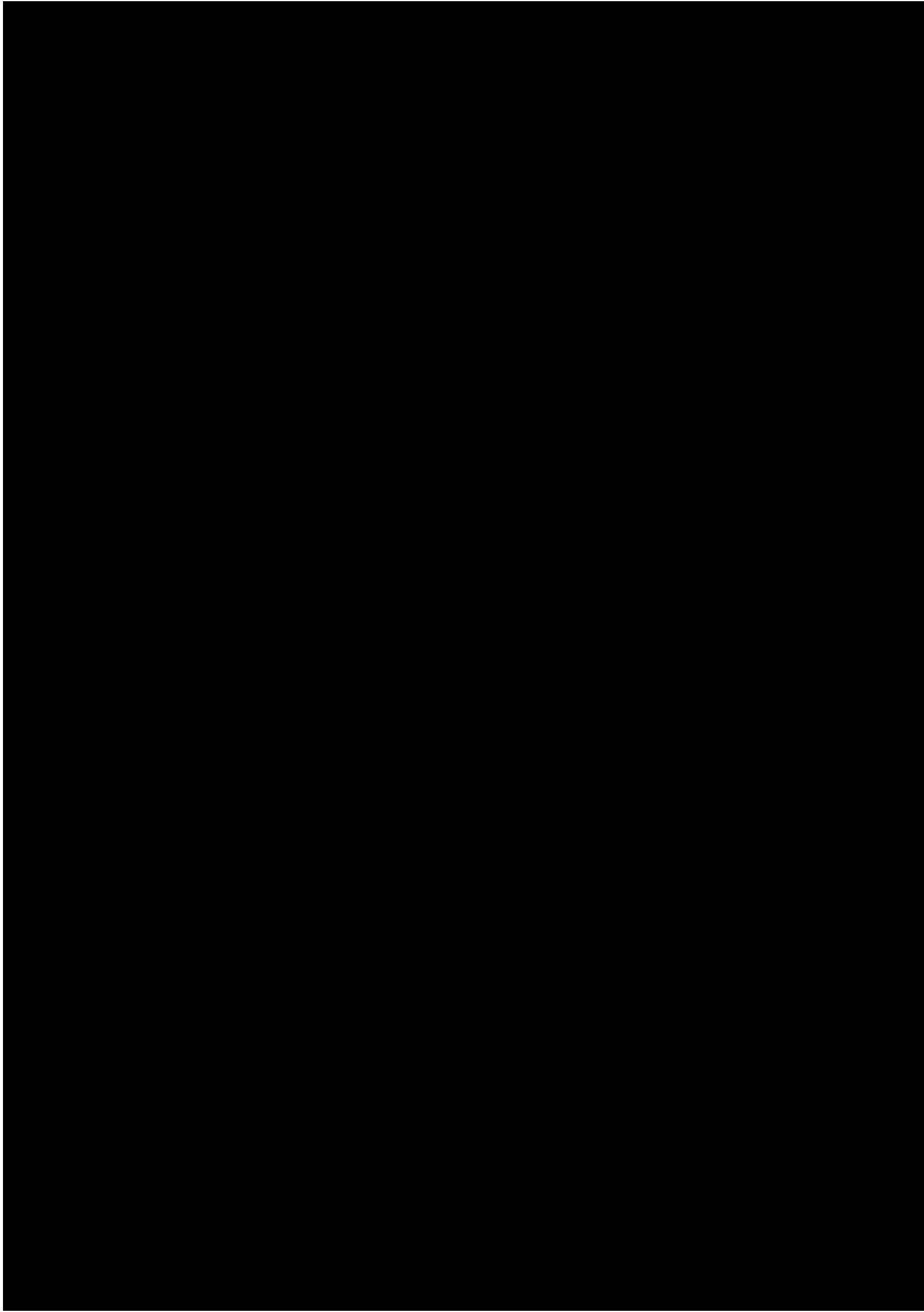


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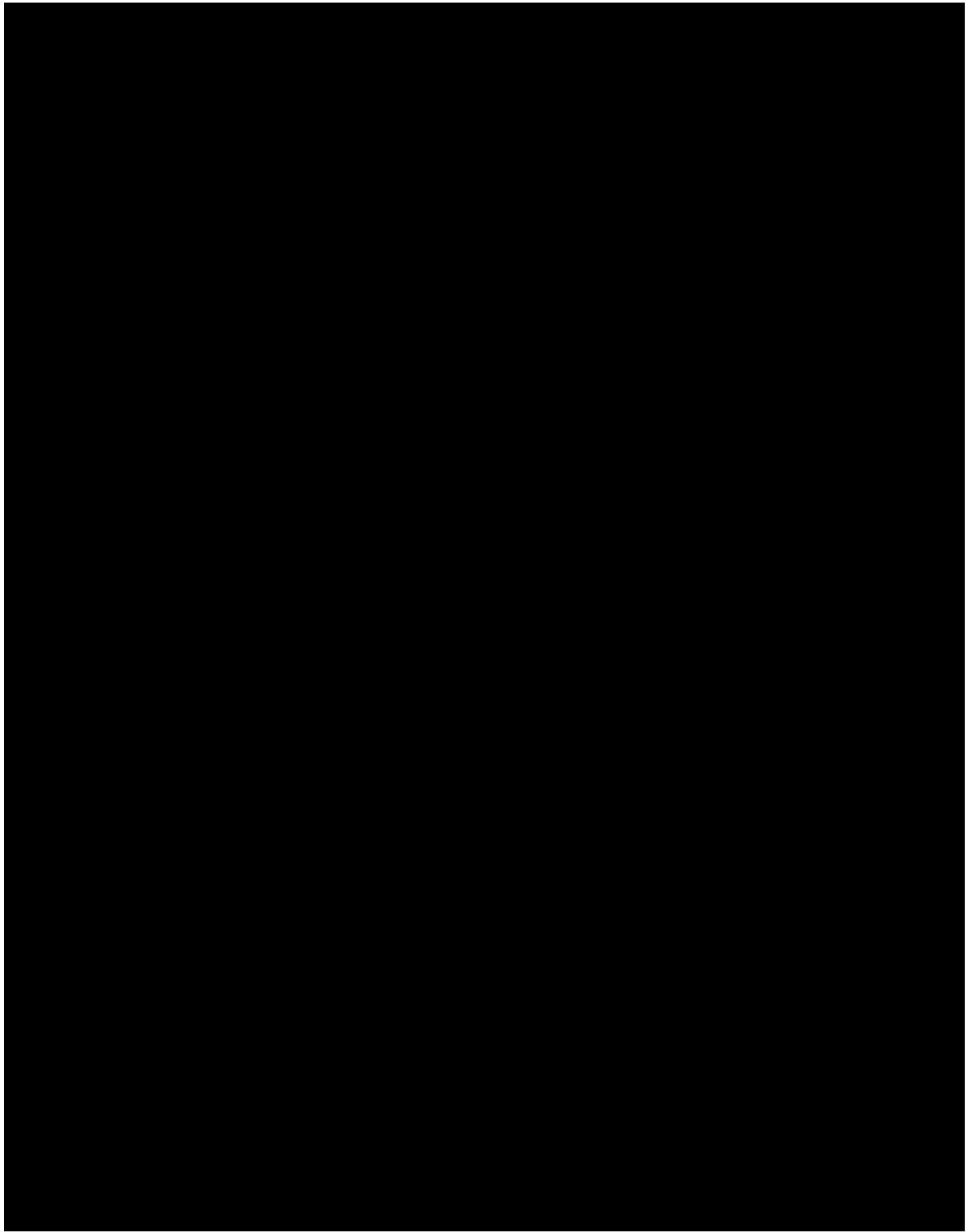


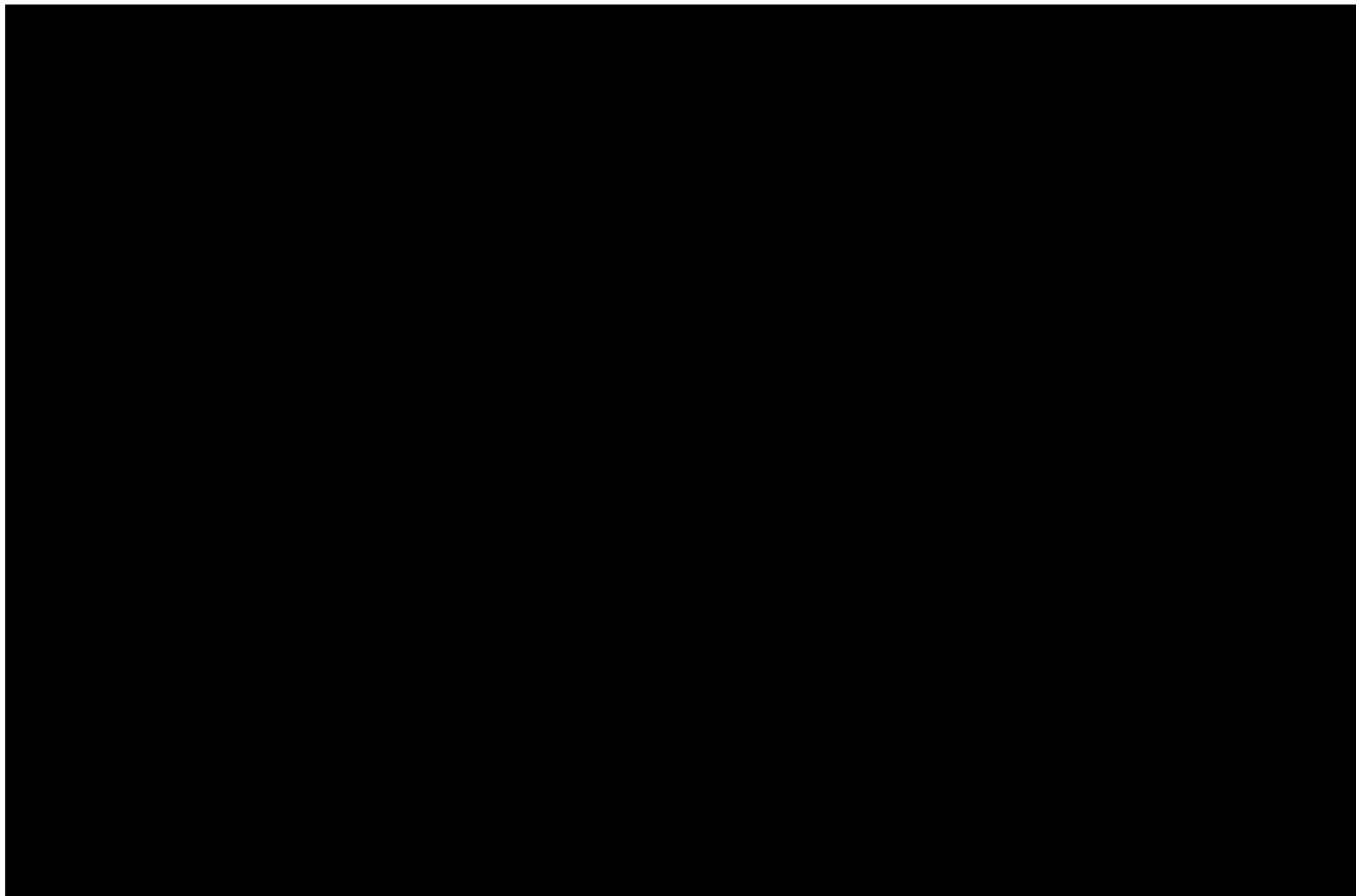




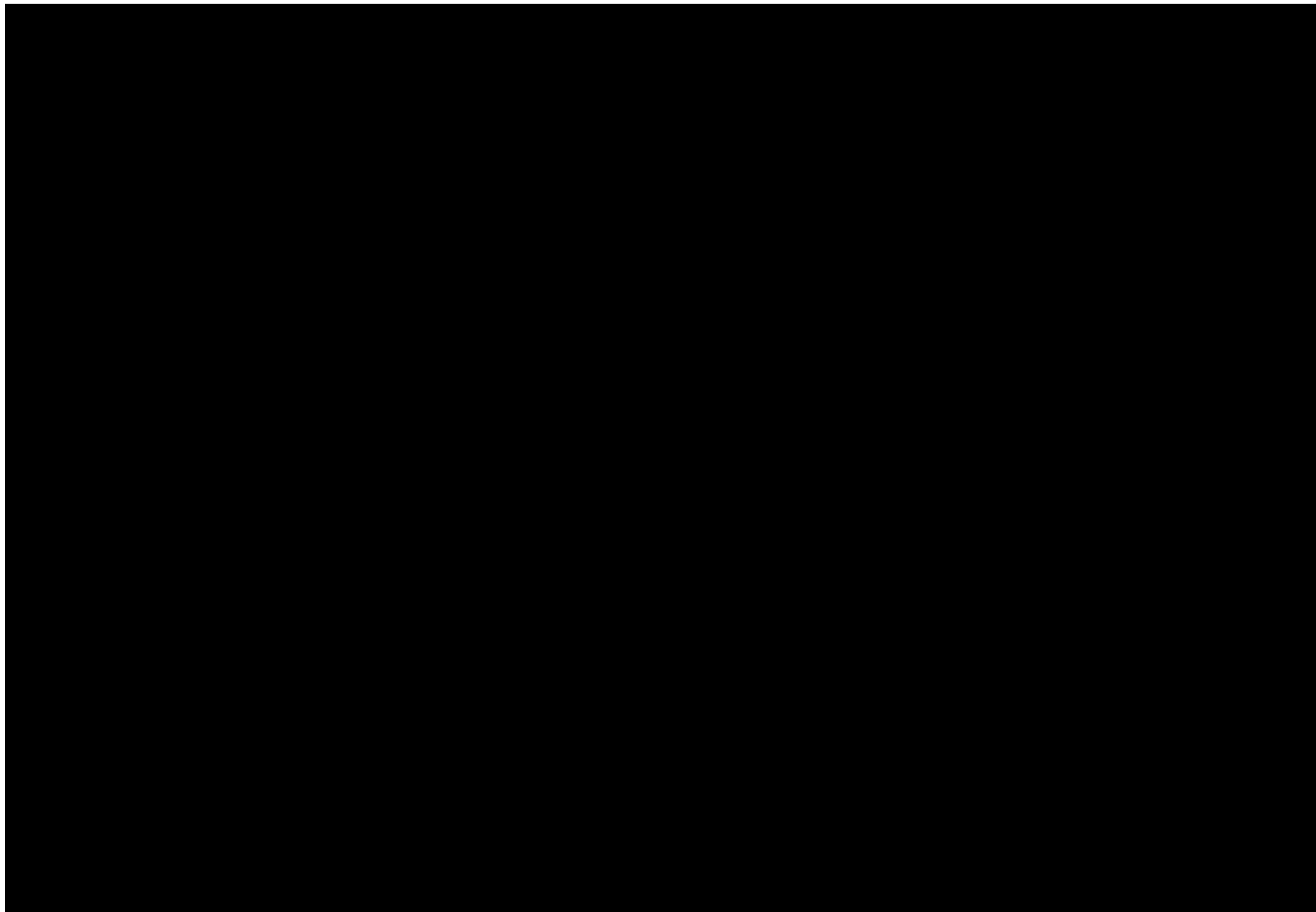


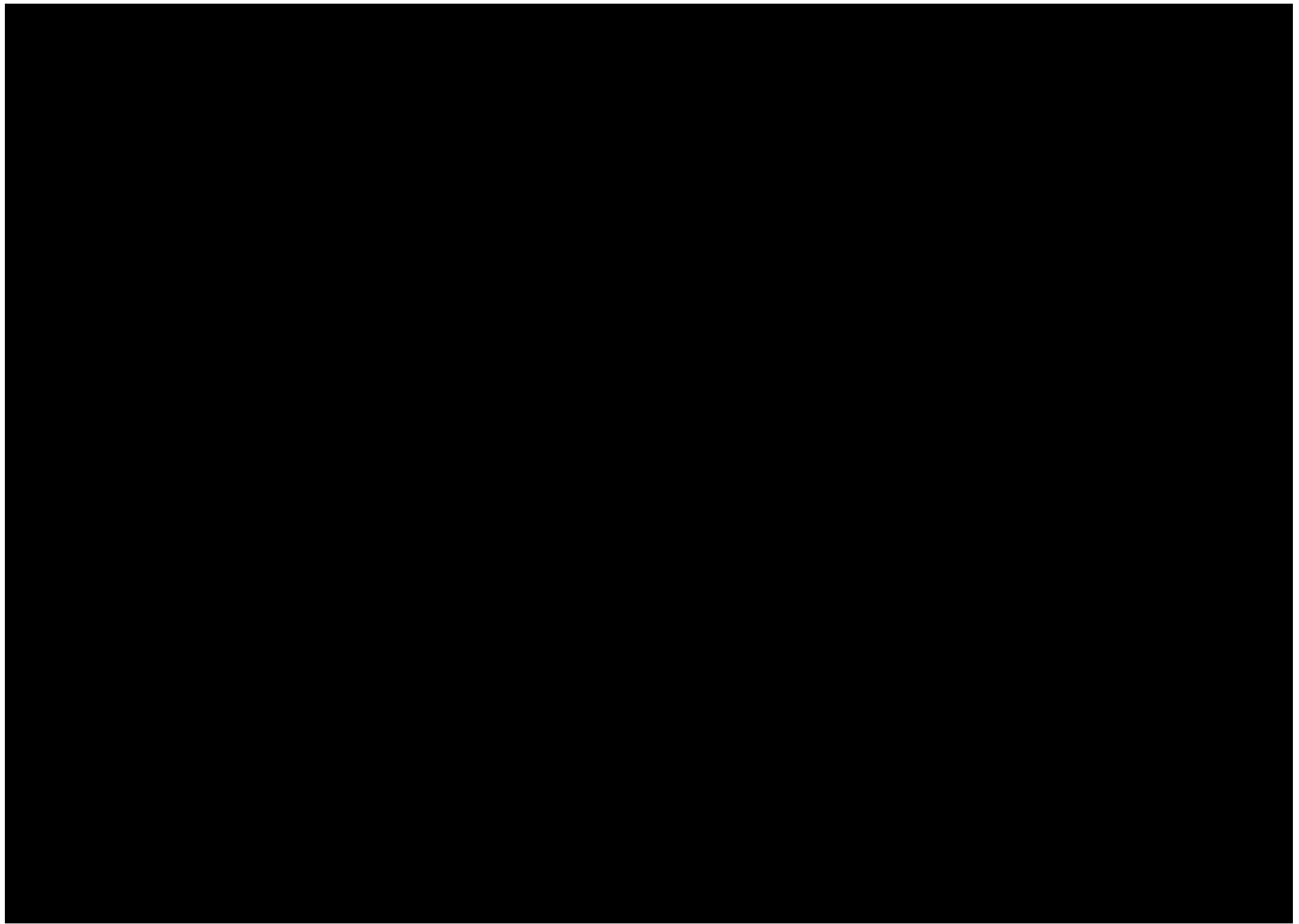




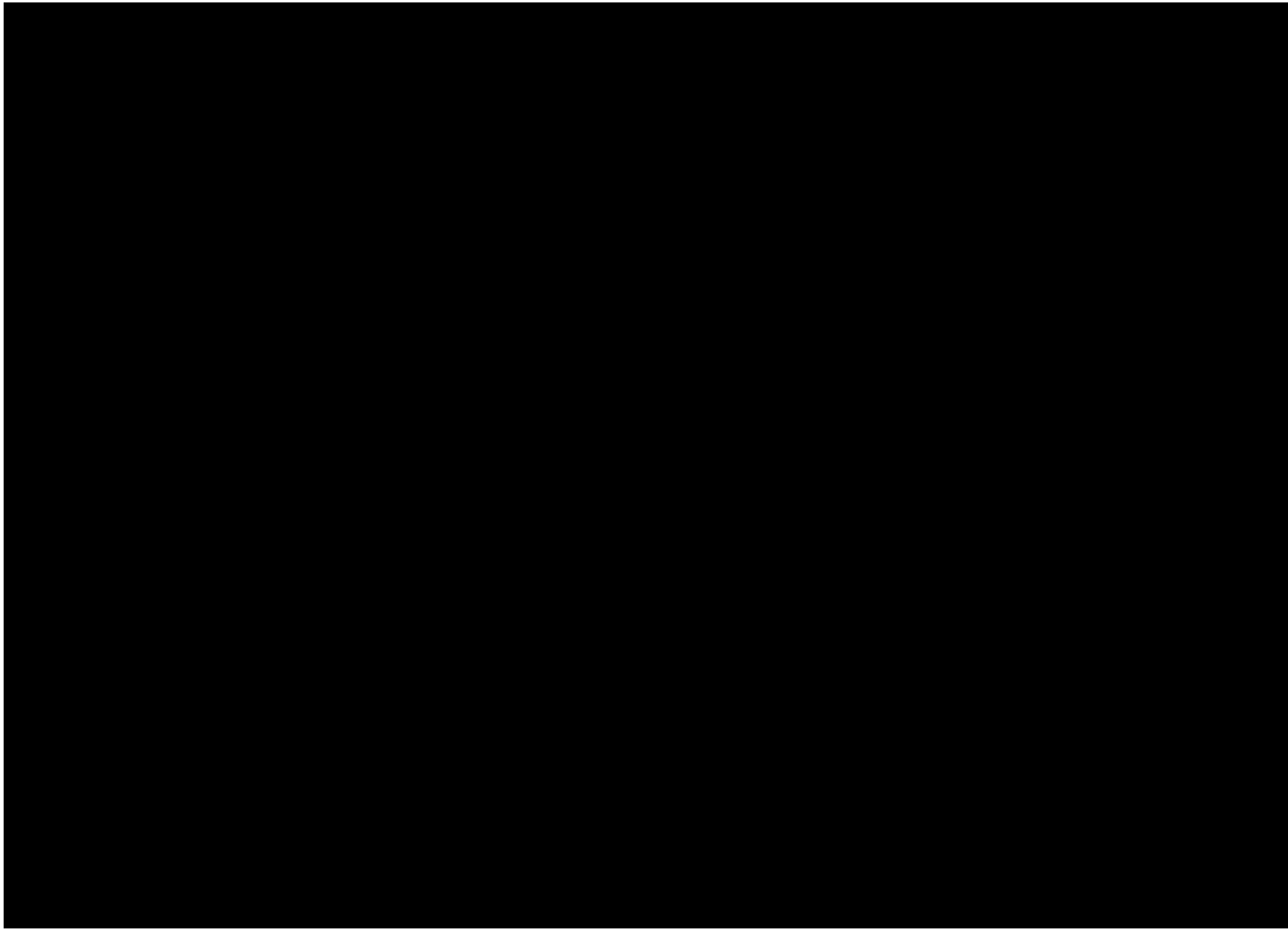


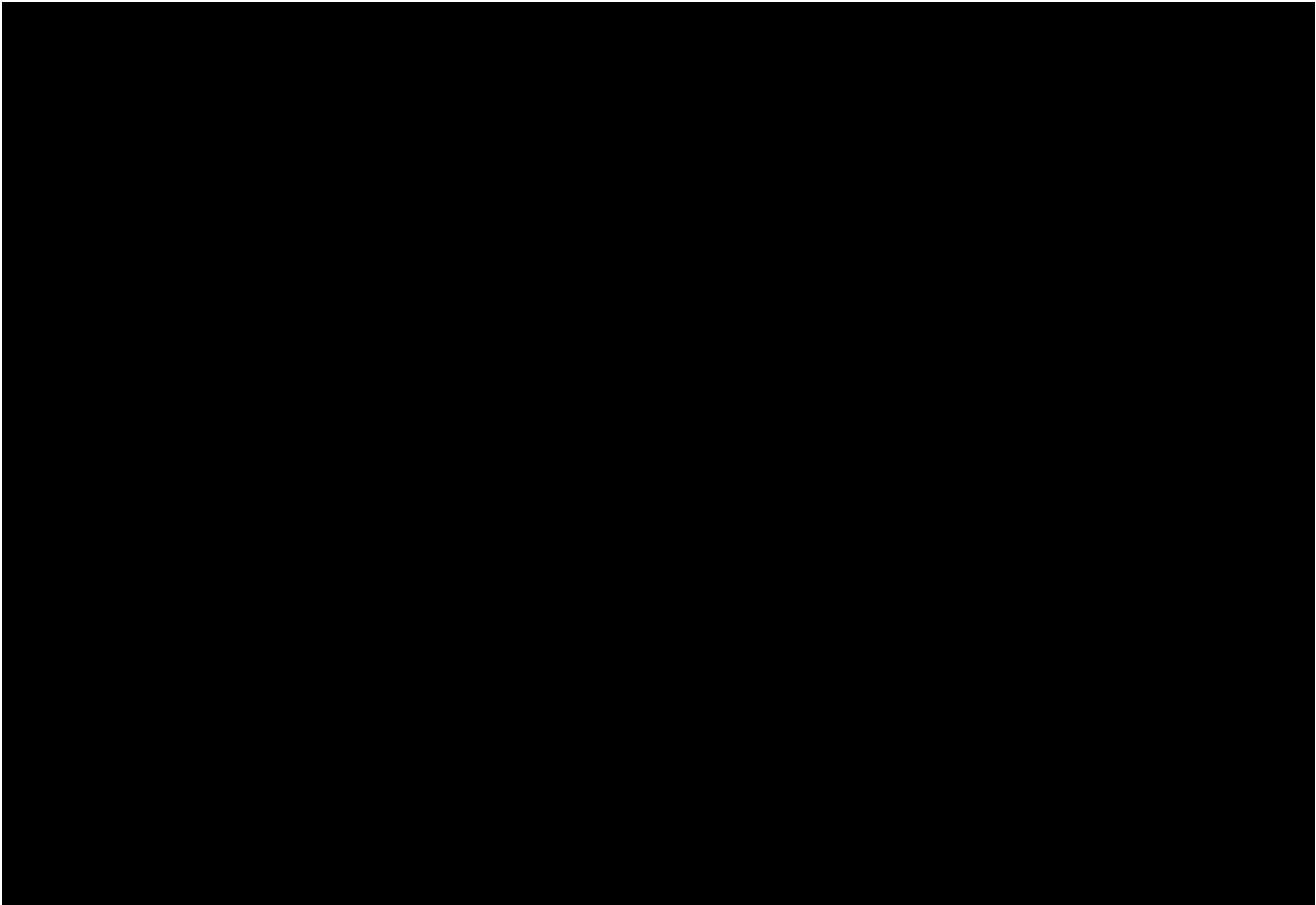


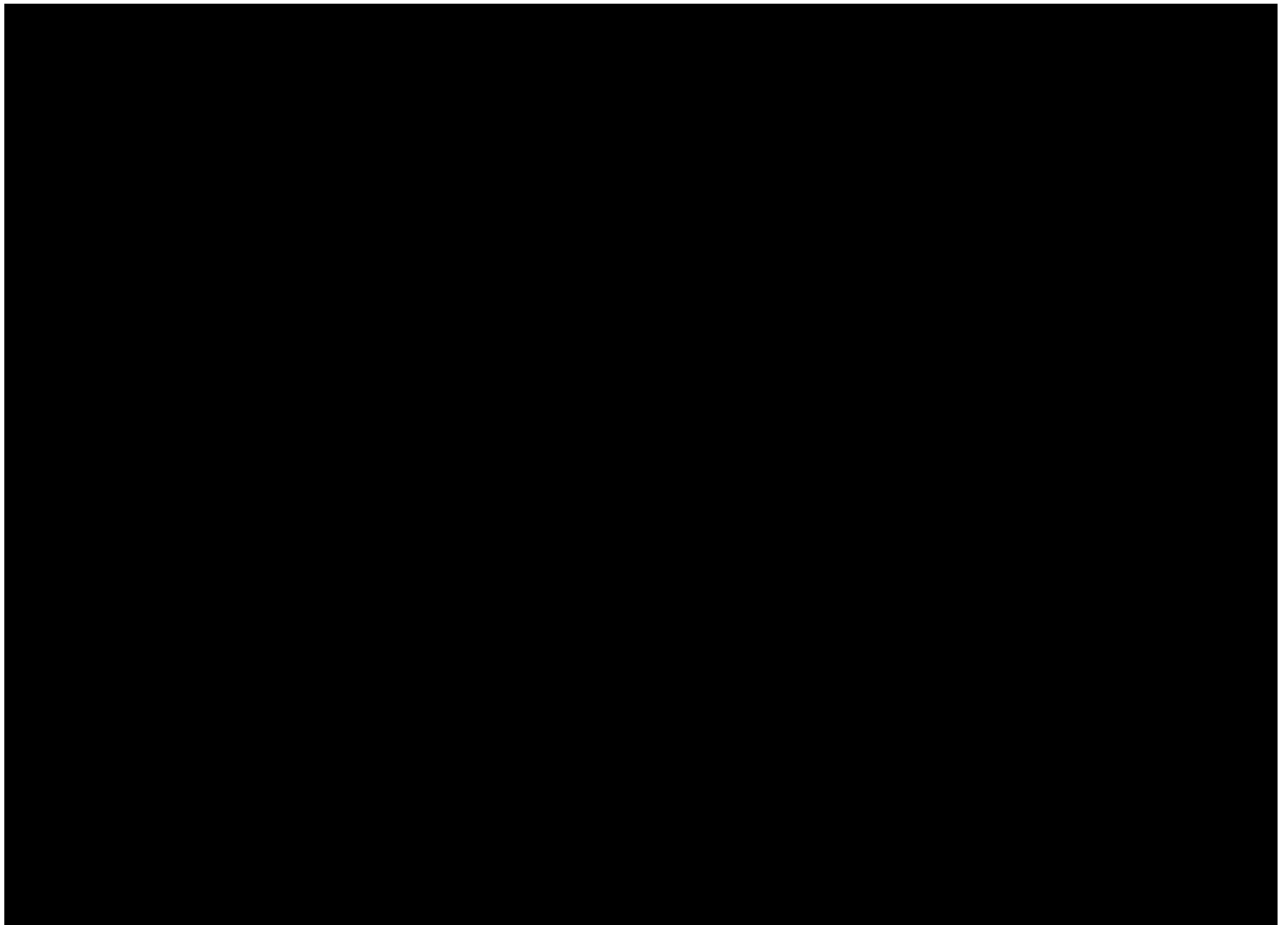


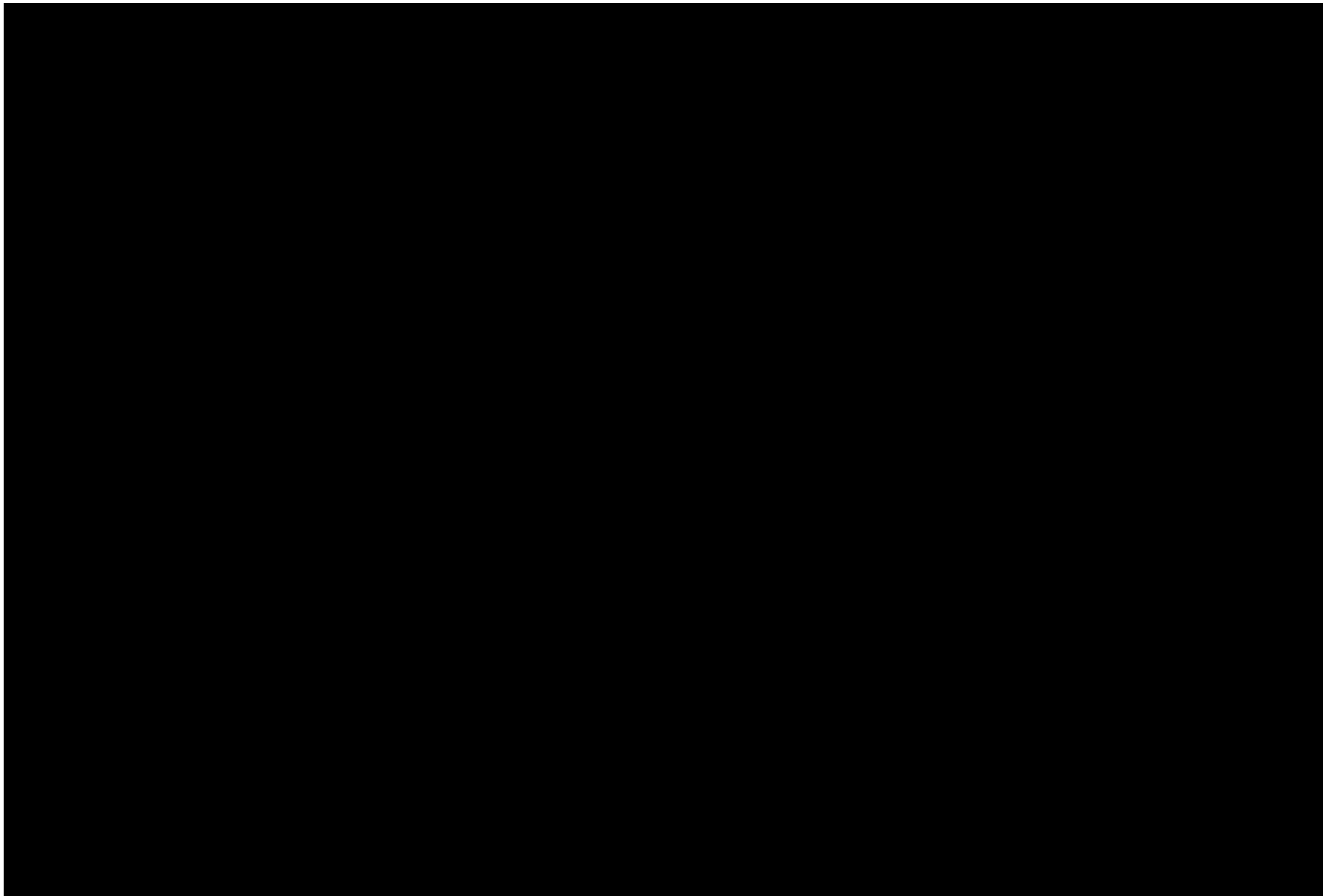


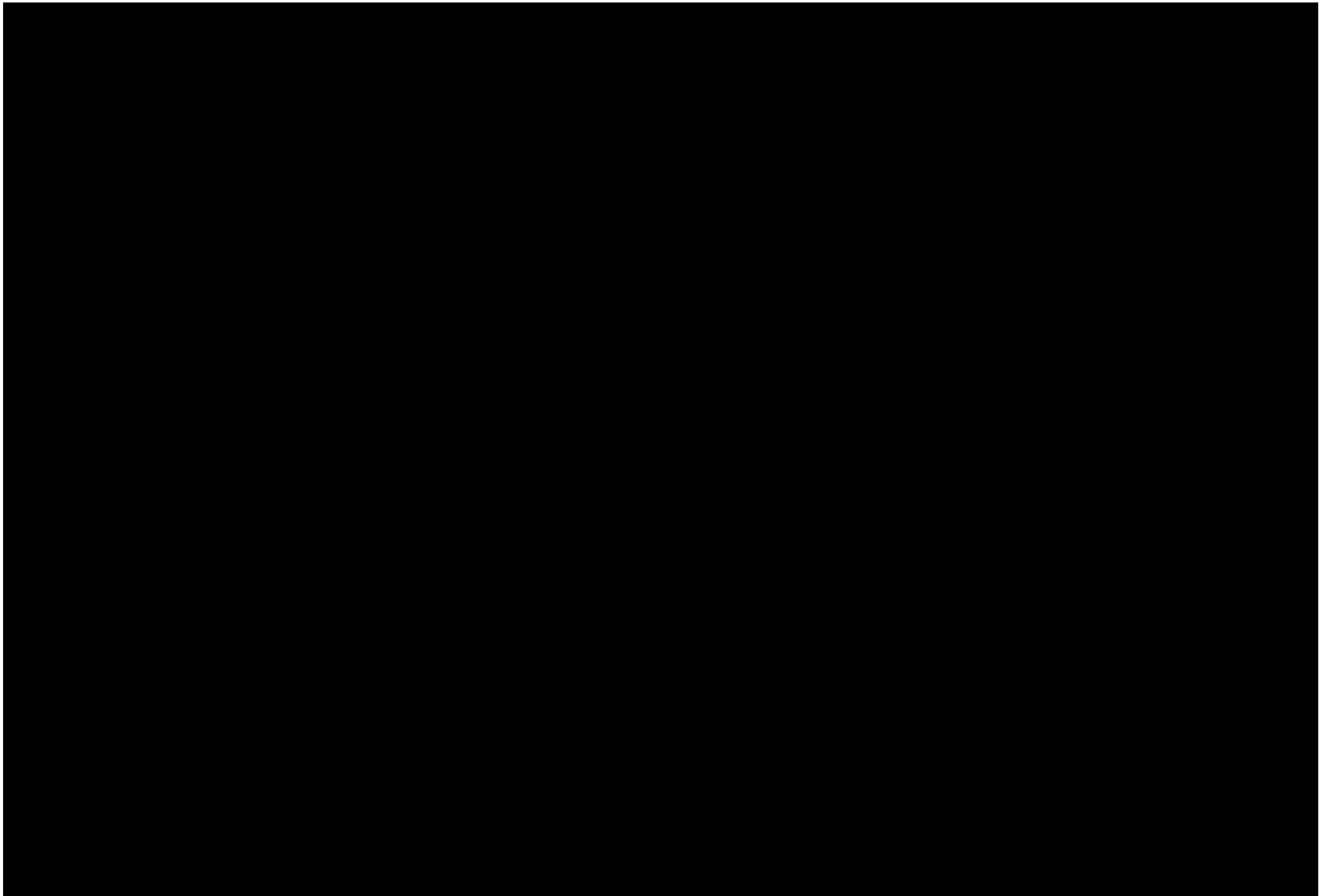




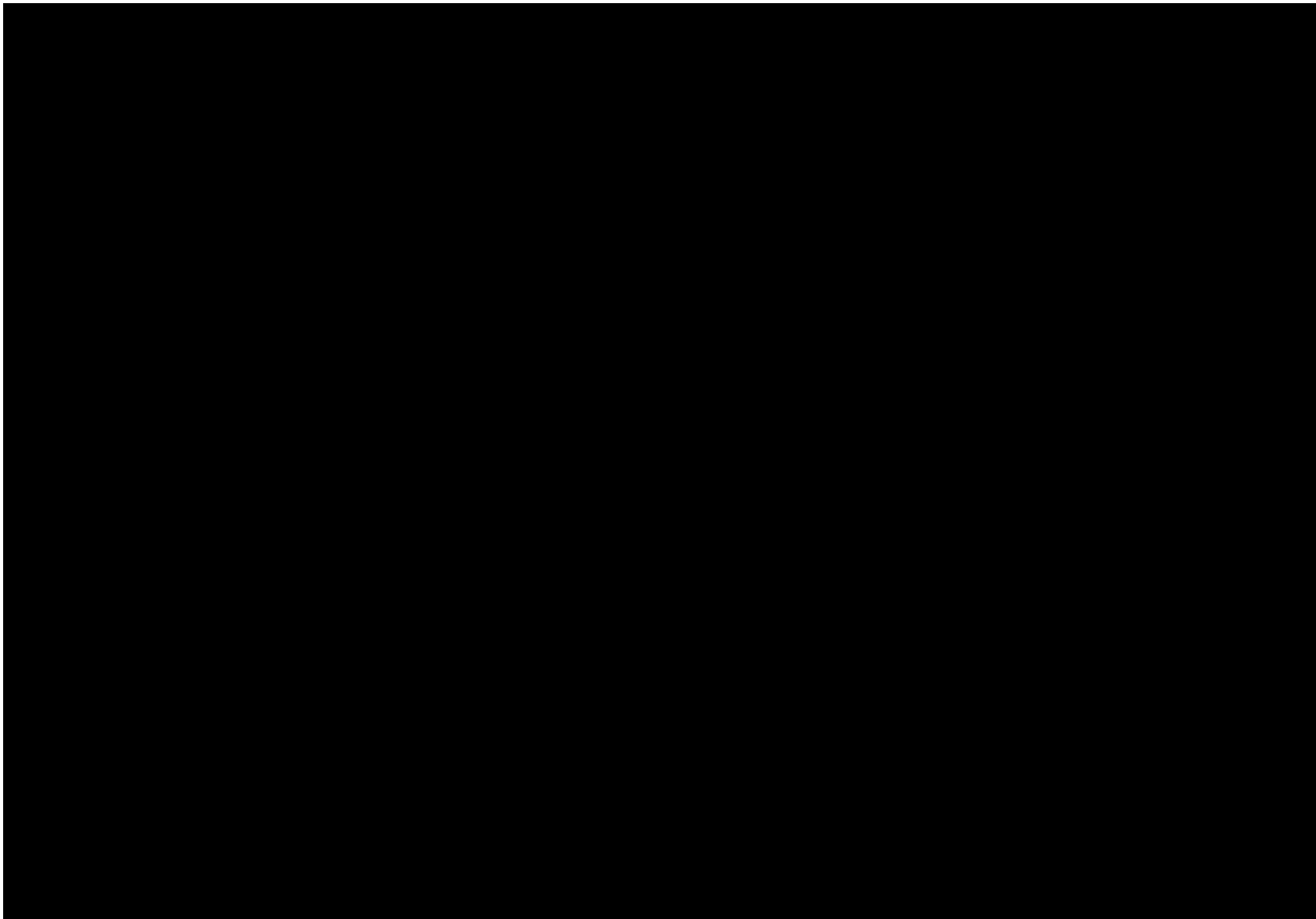


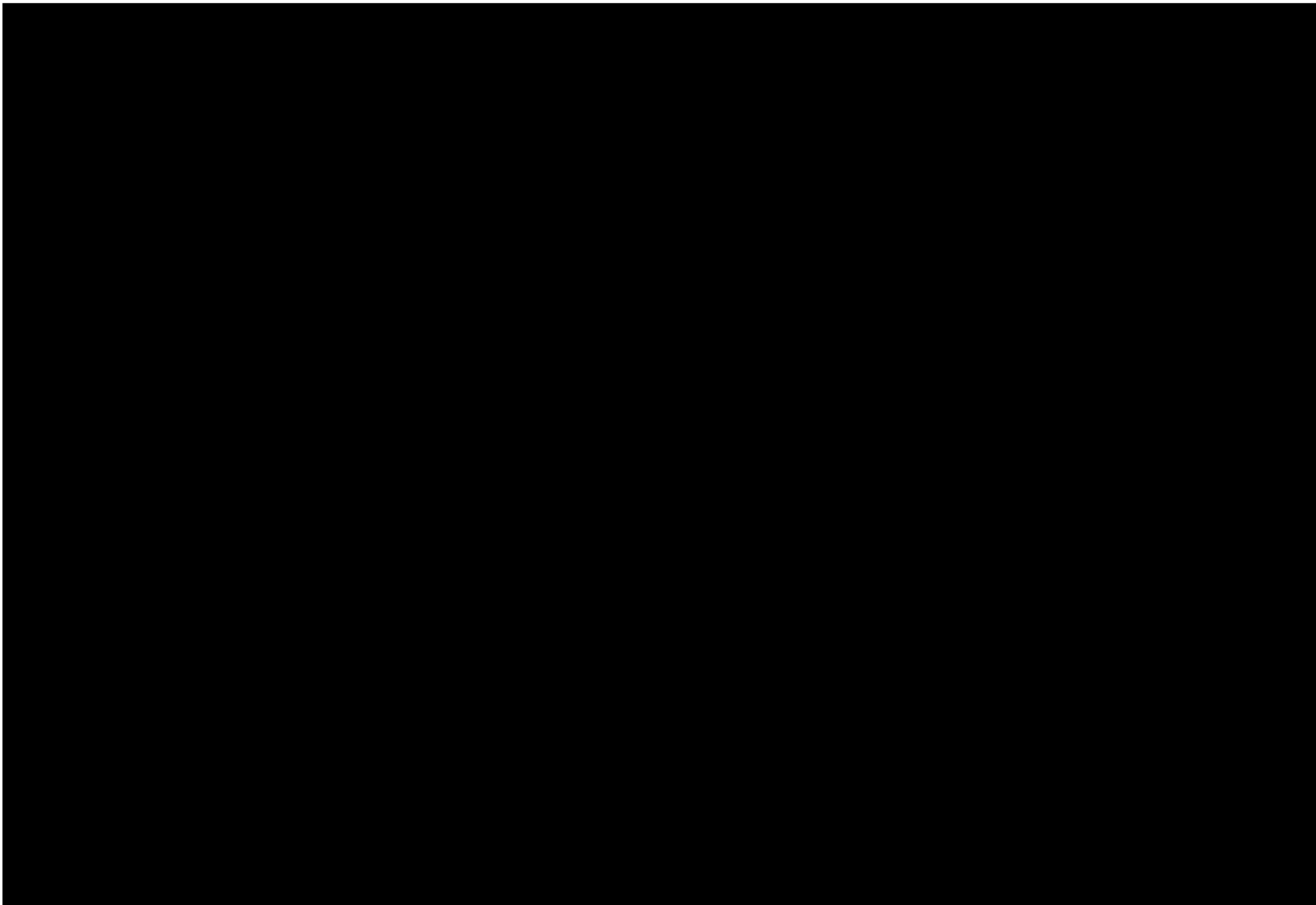




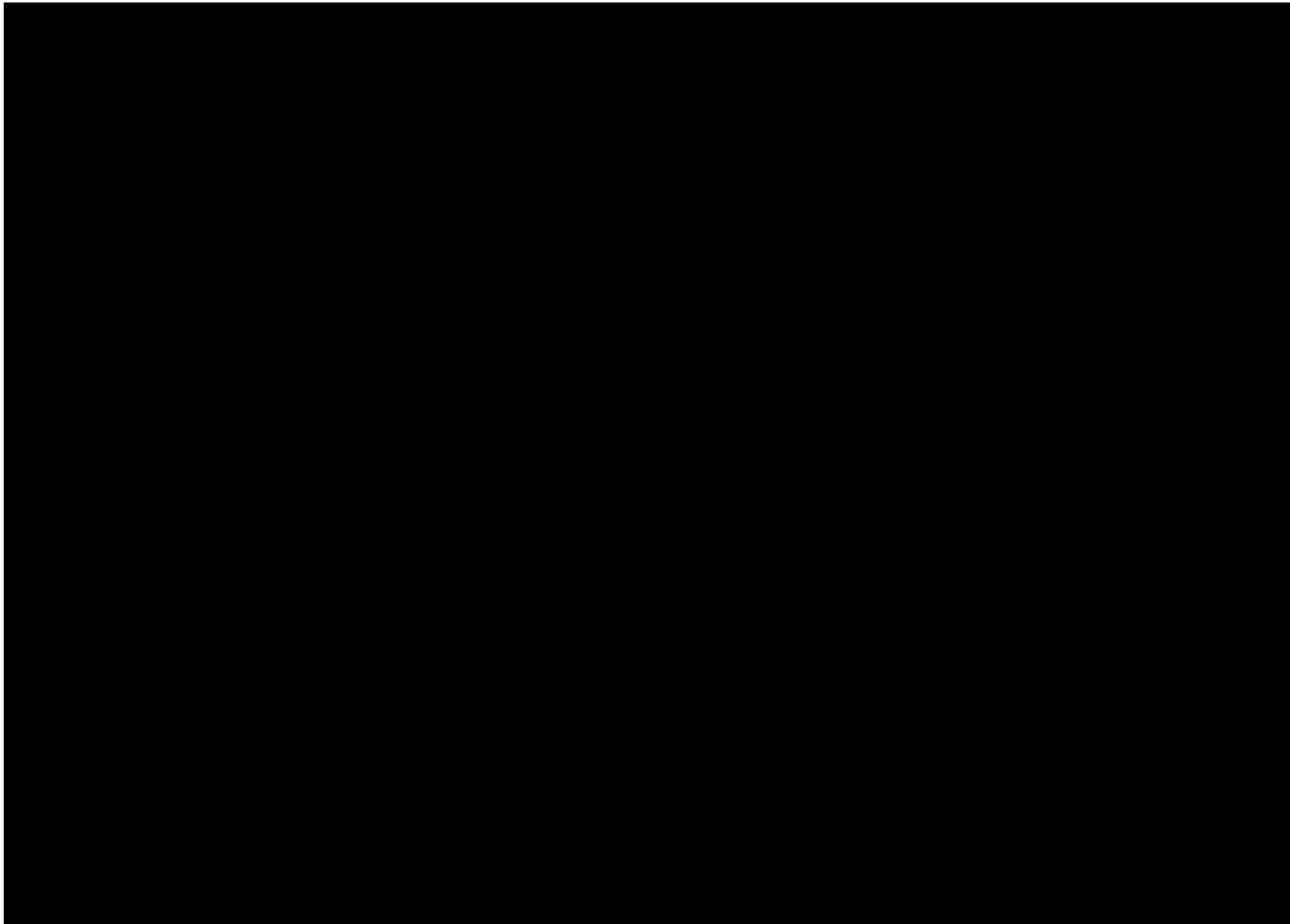
















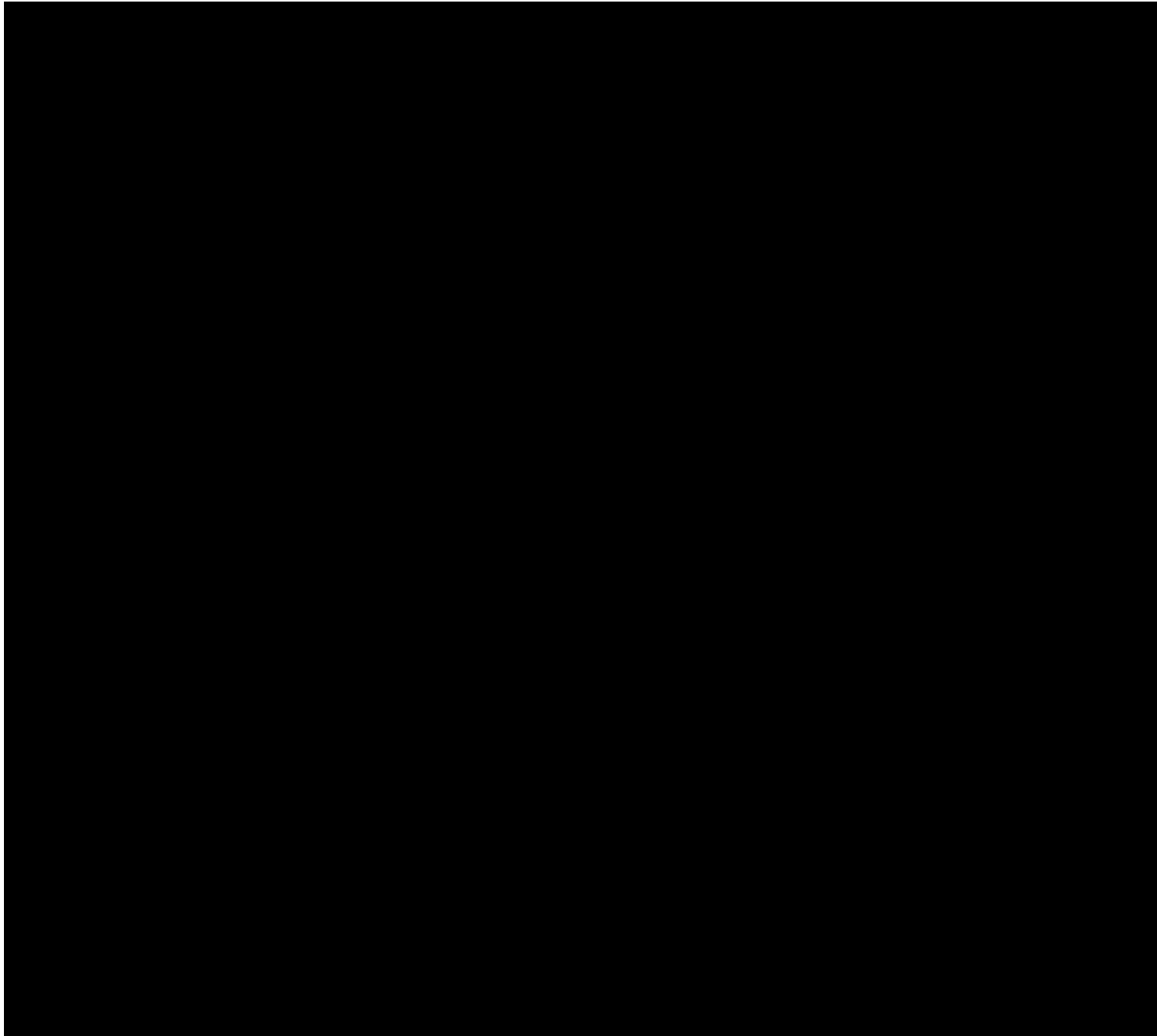
The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

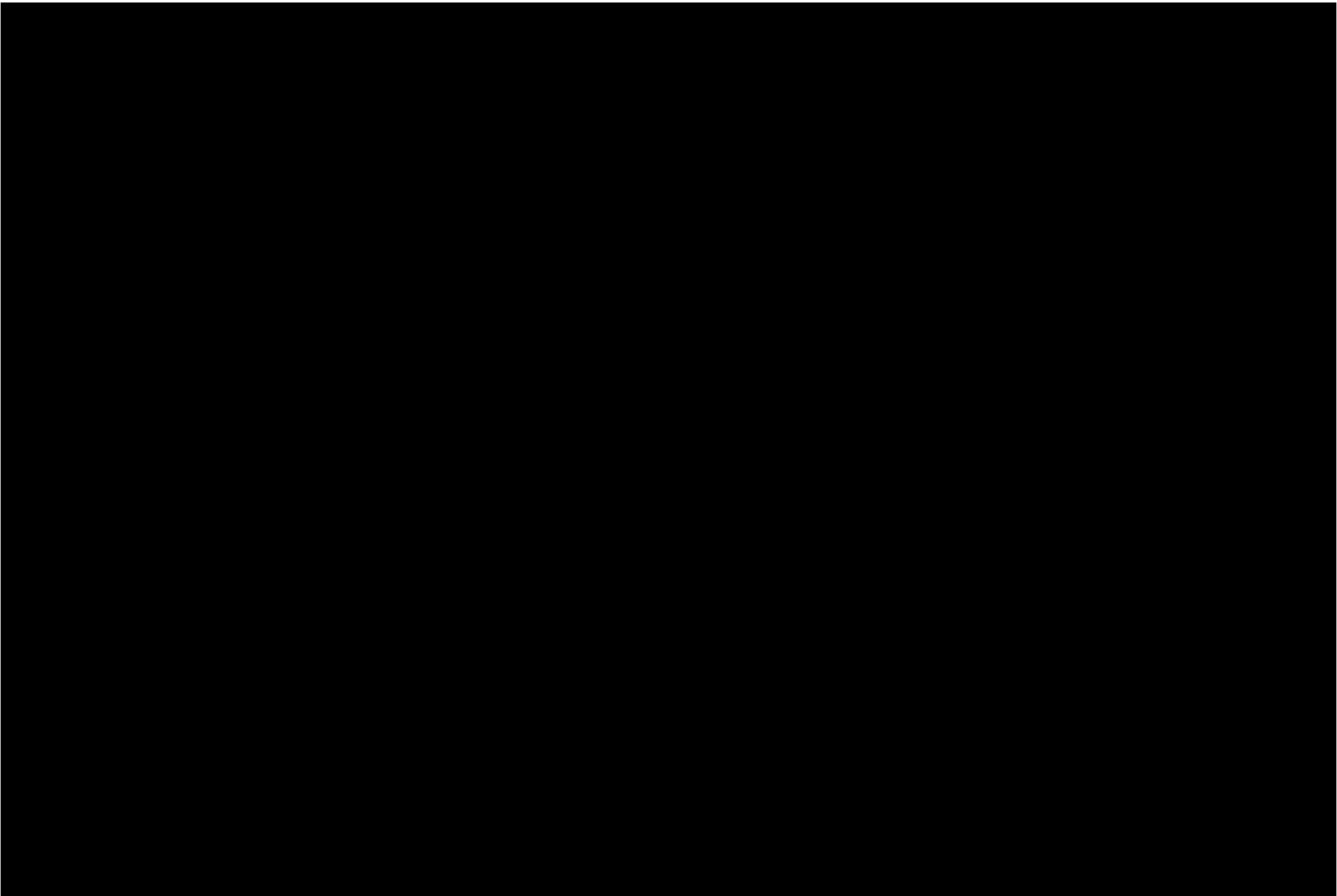
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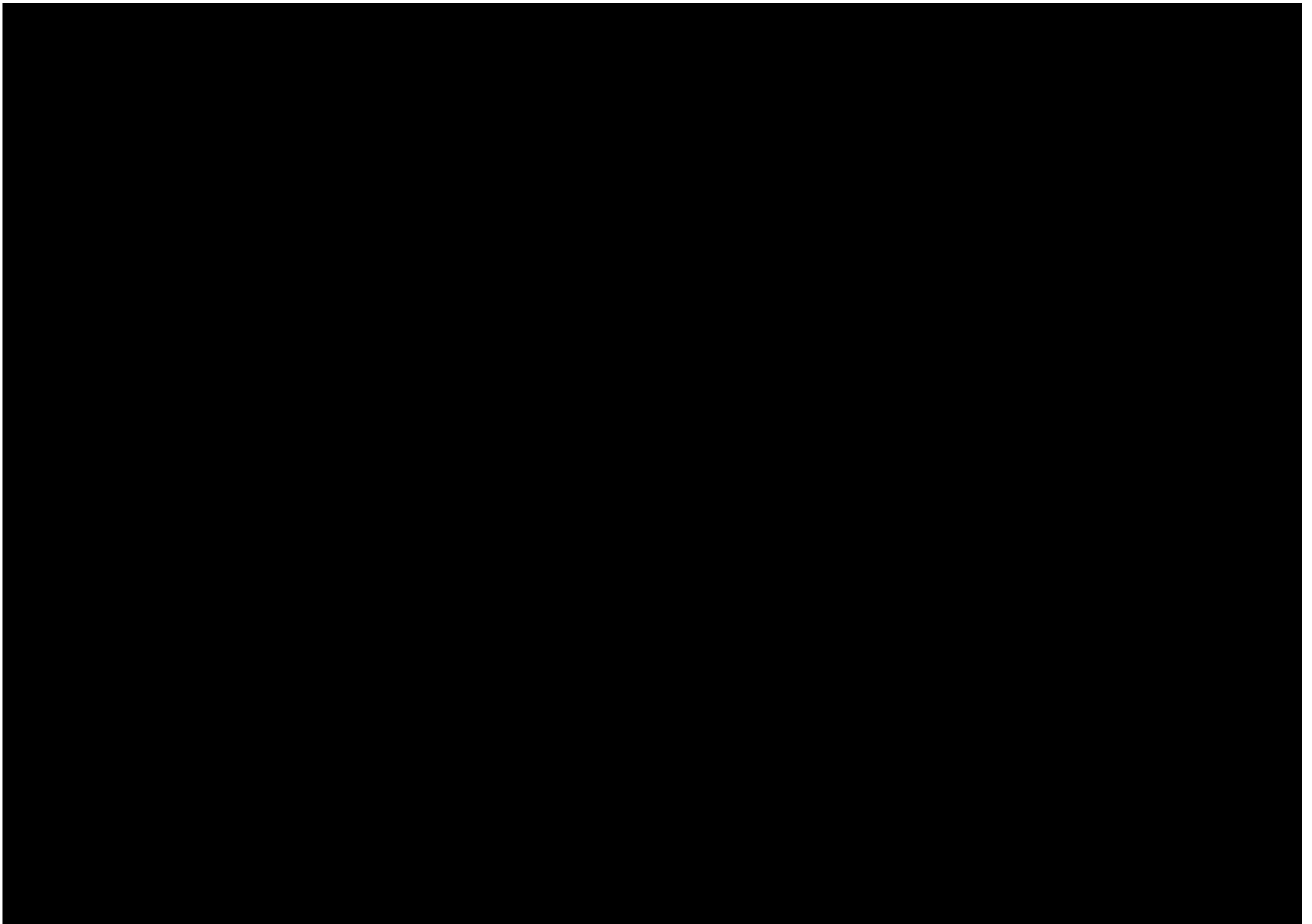
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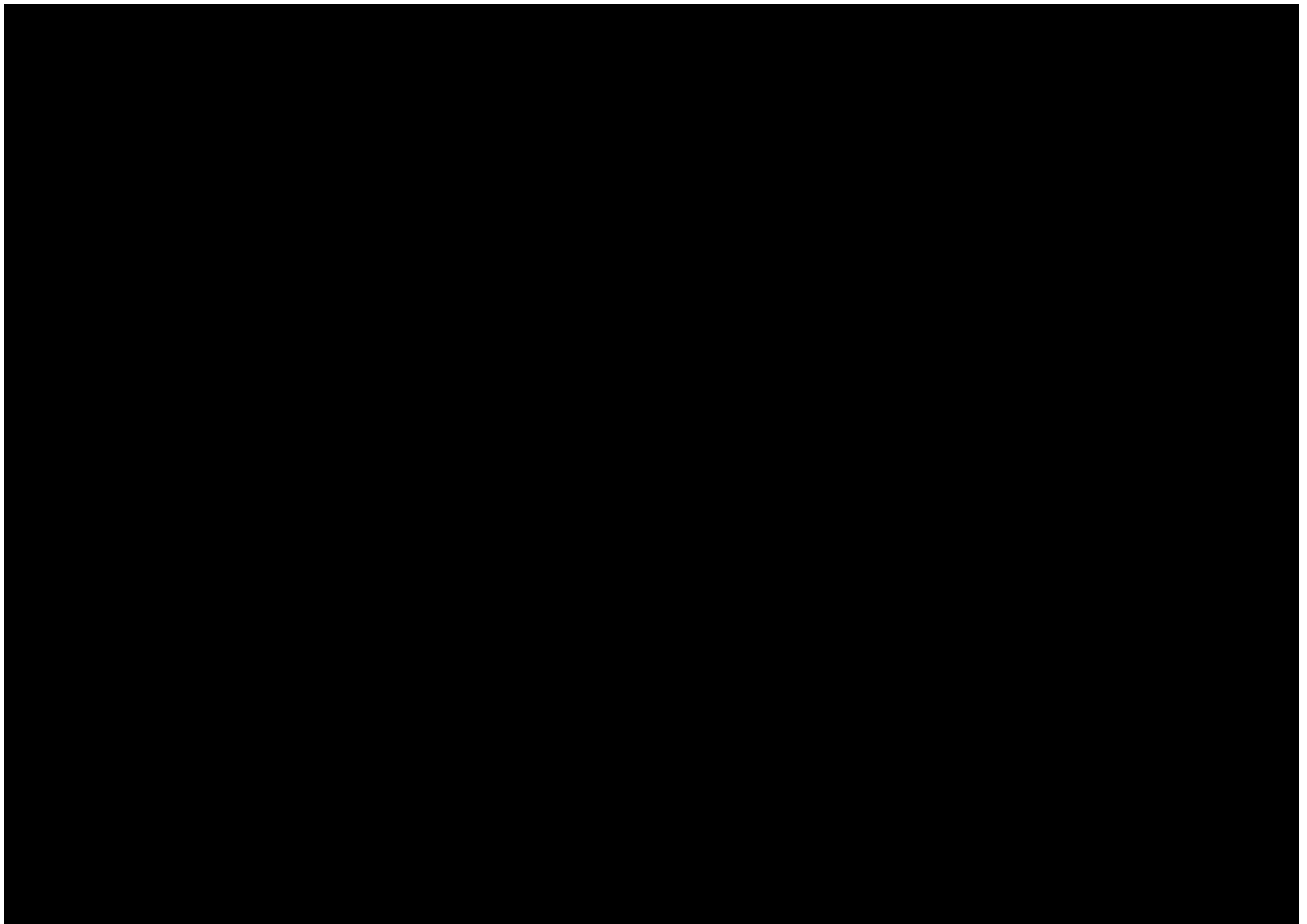


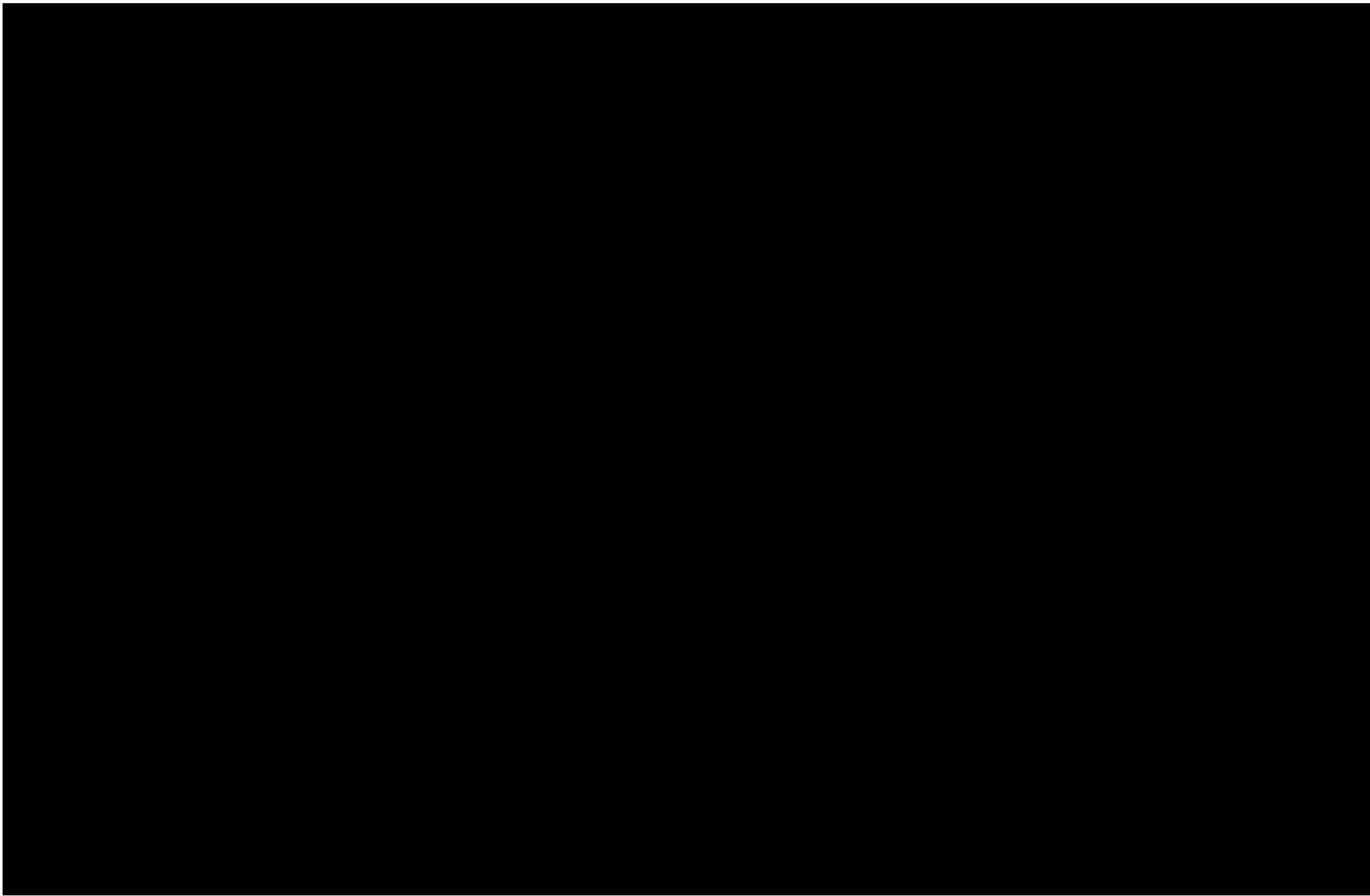


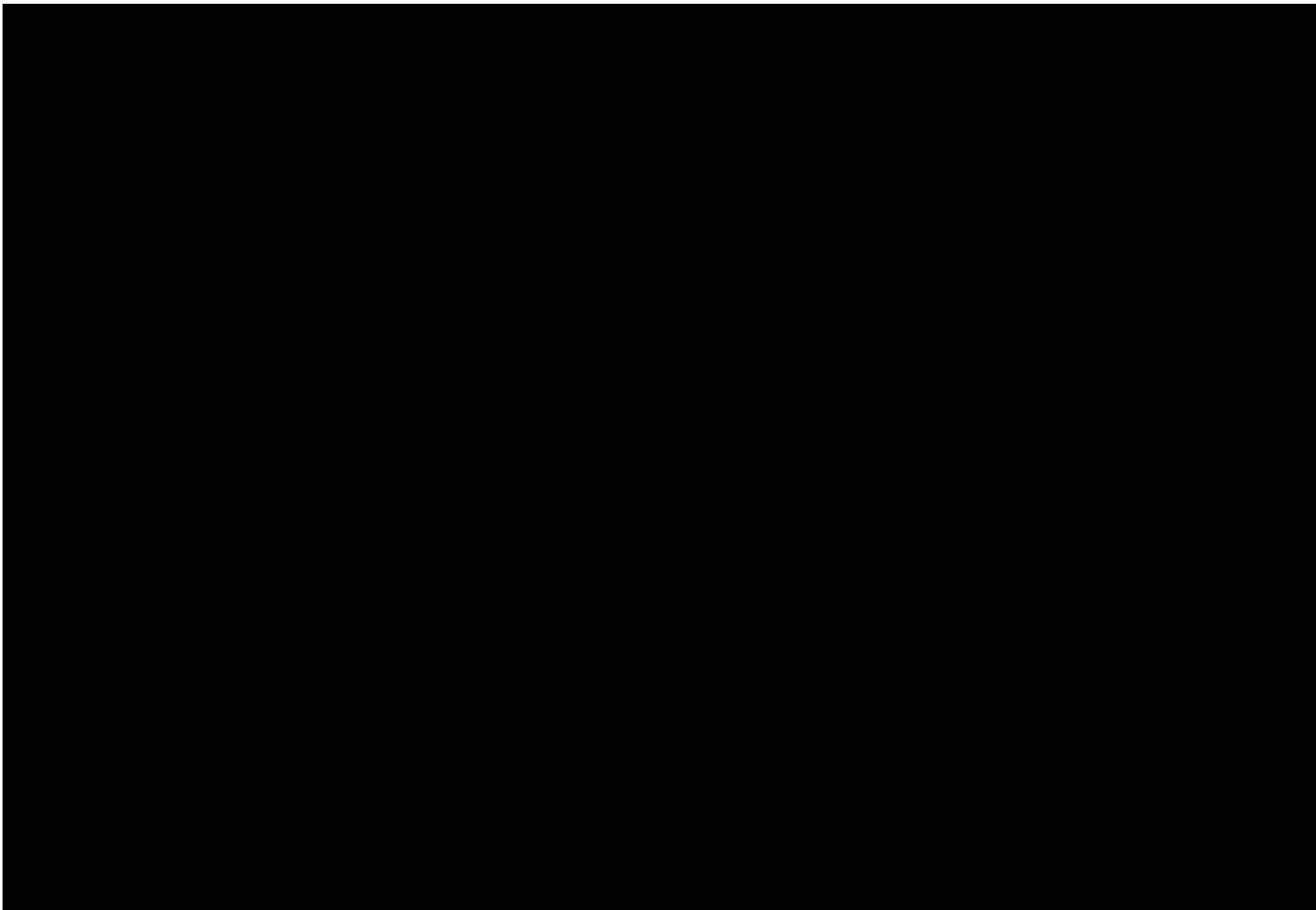




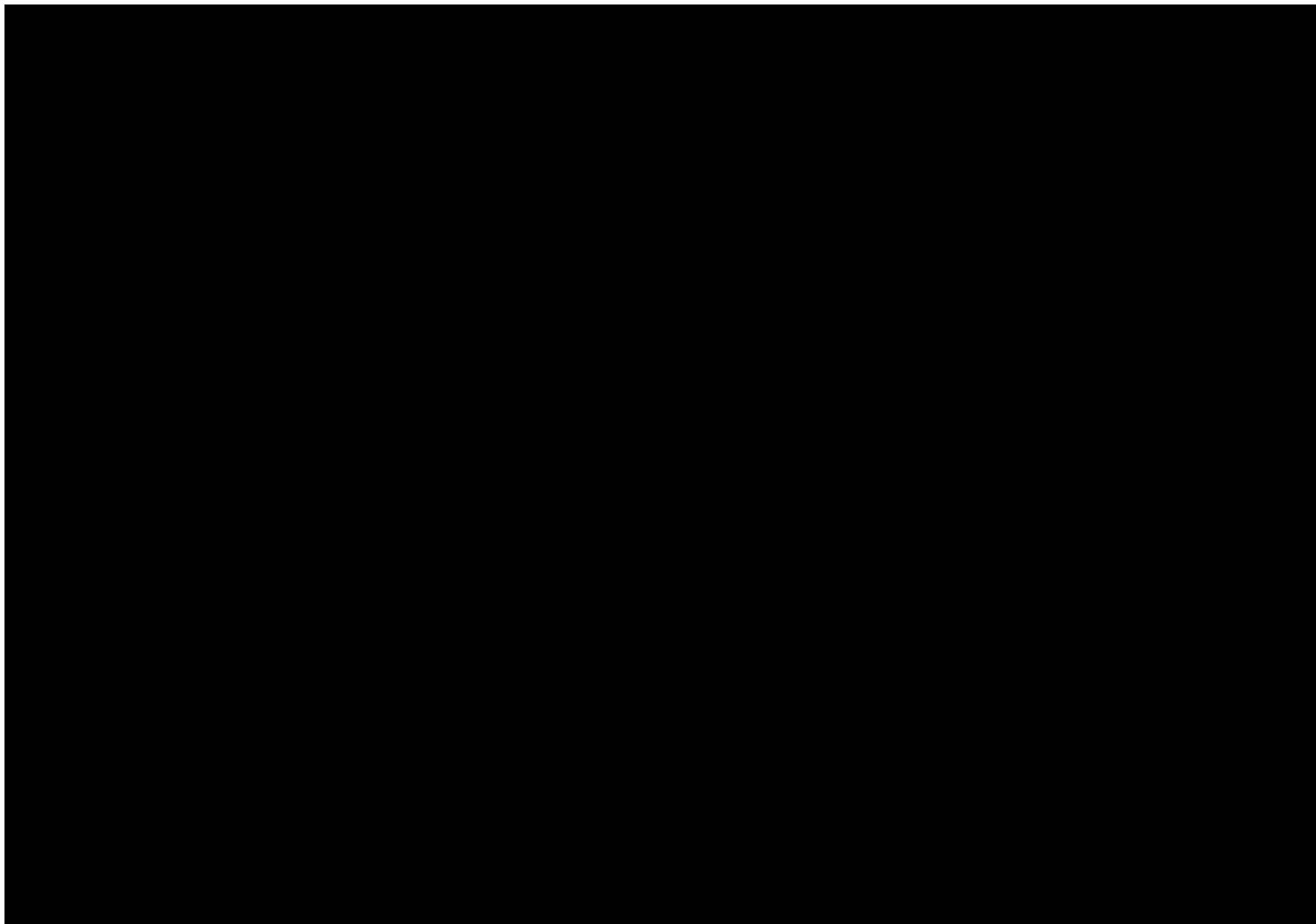




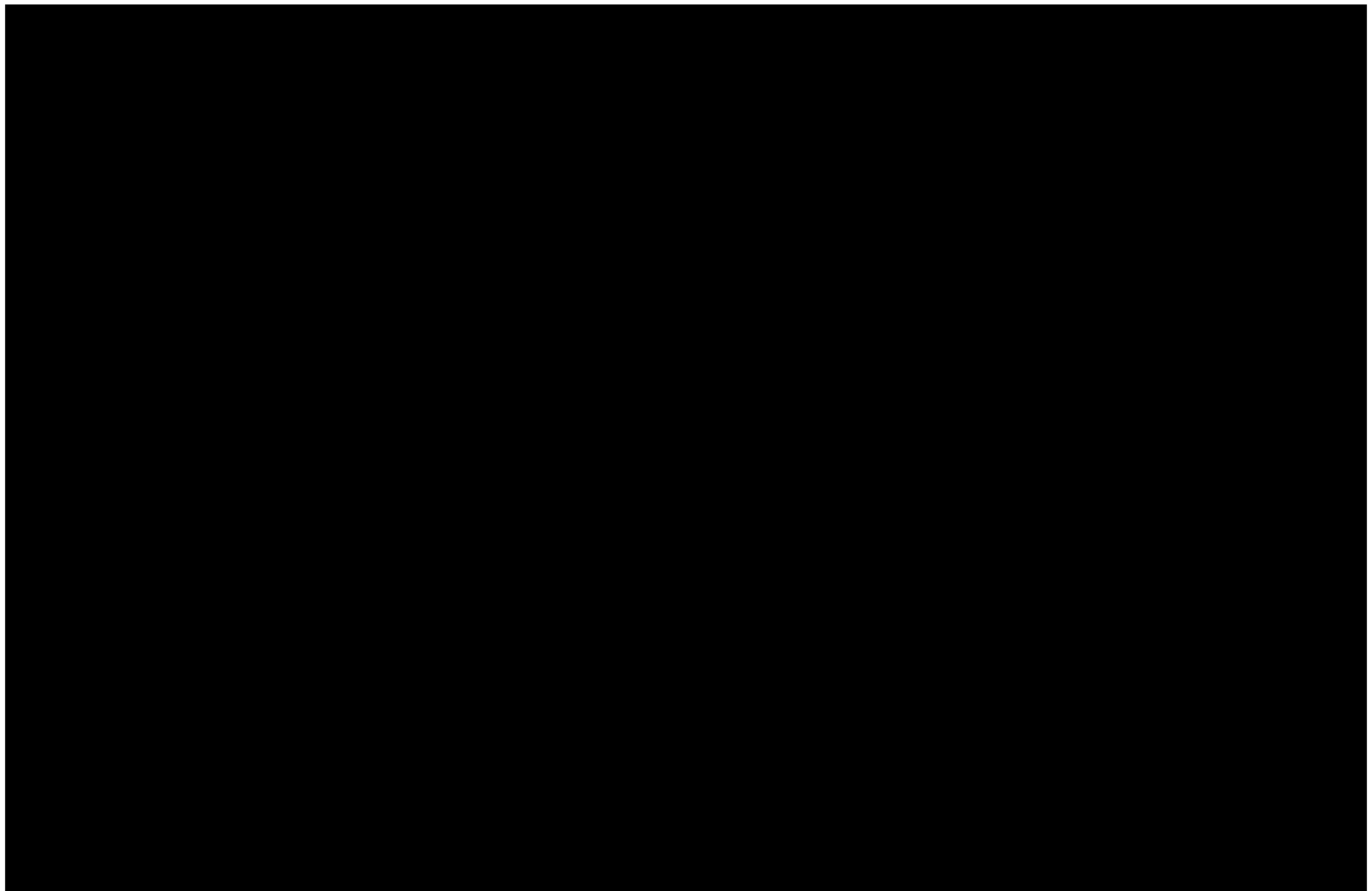


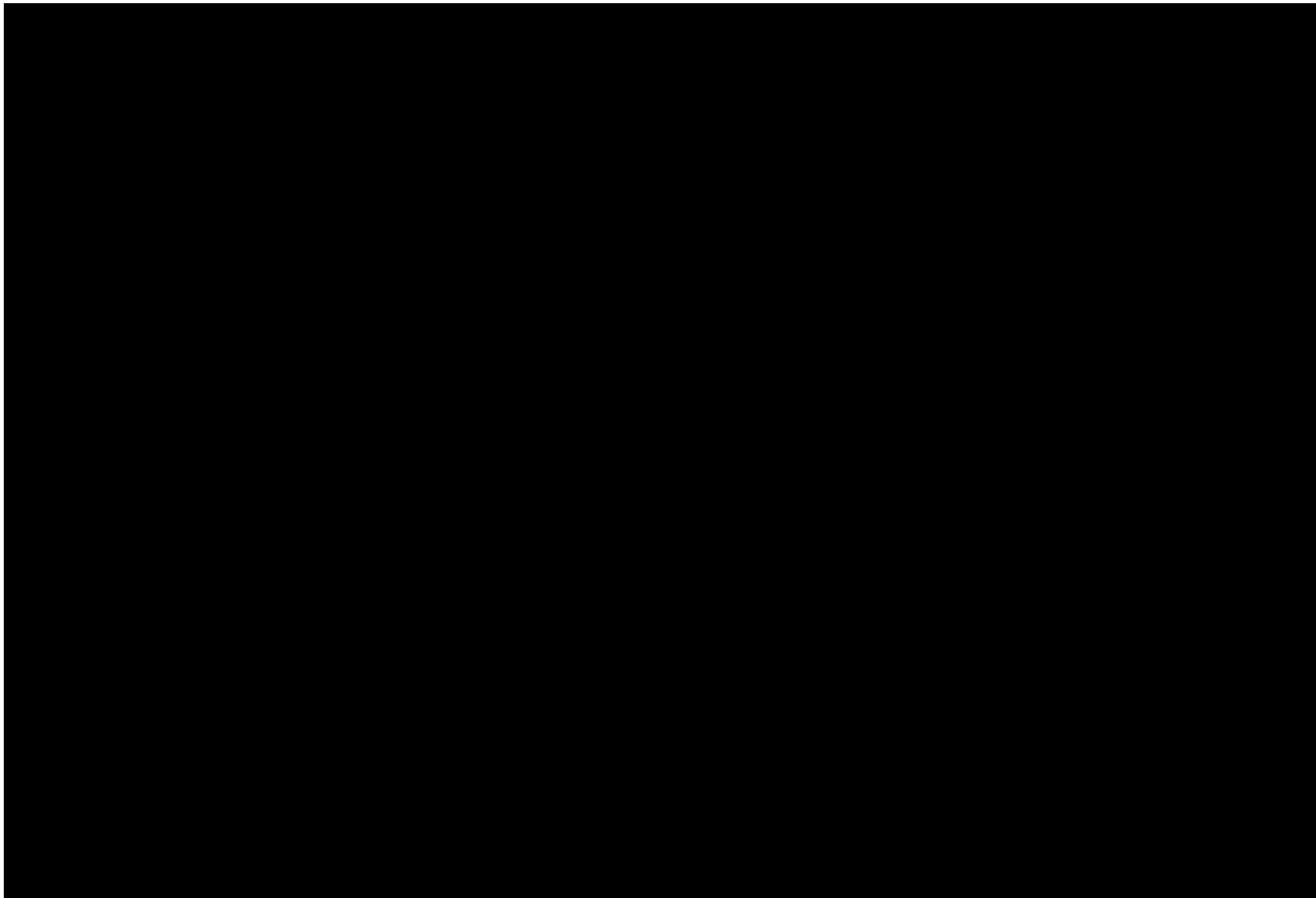


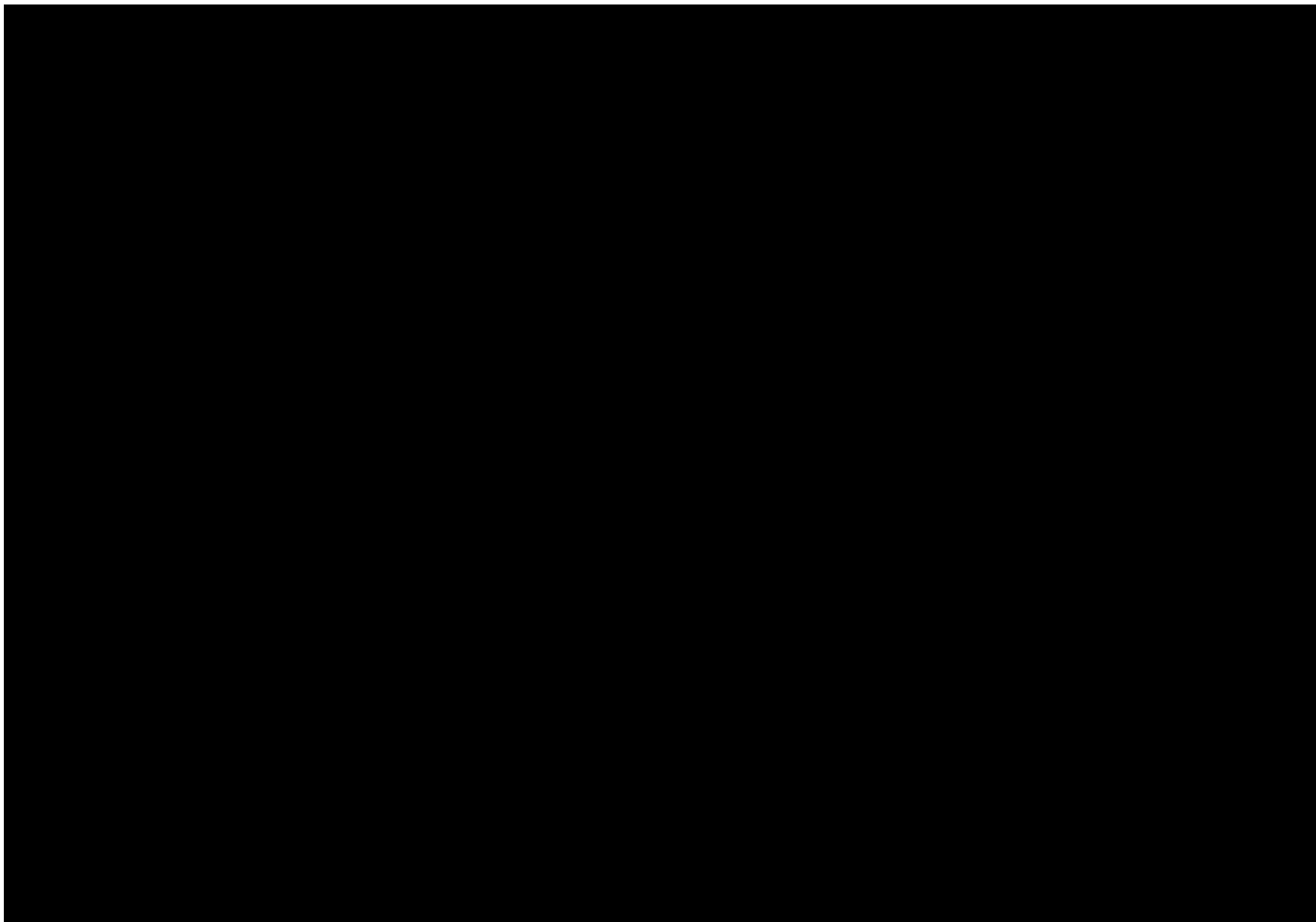


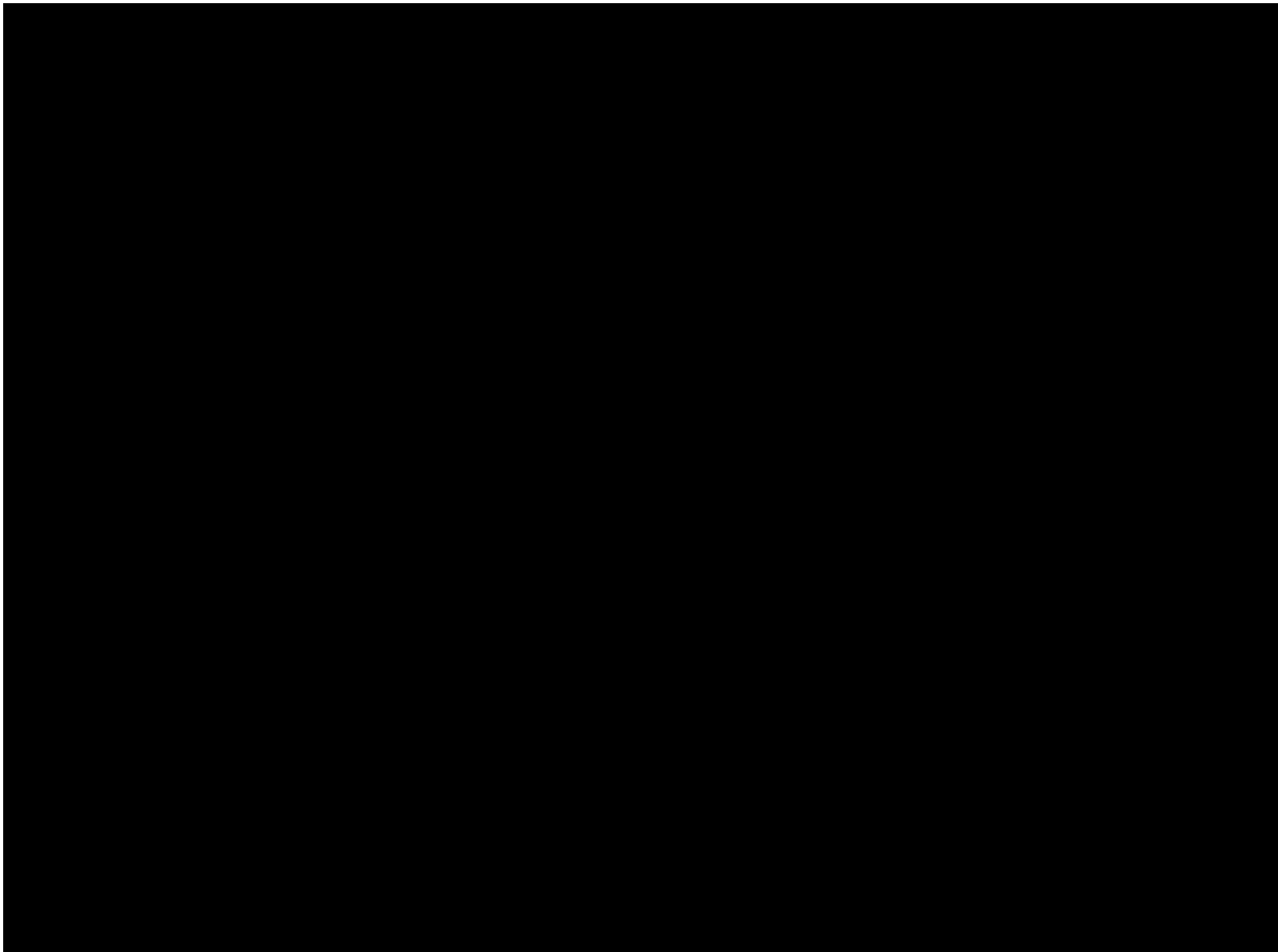


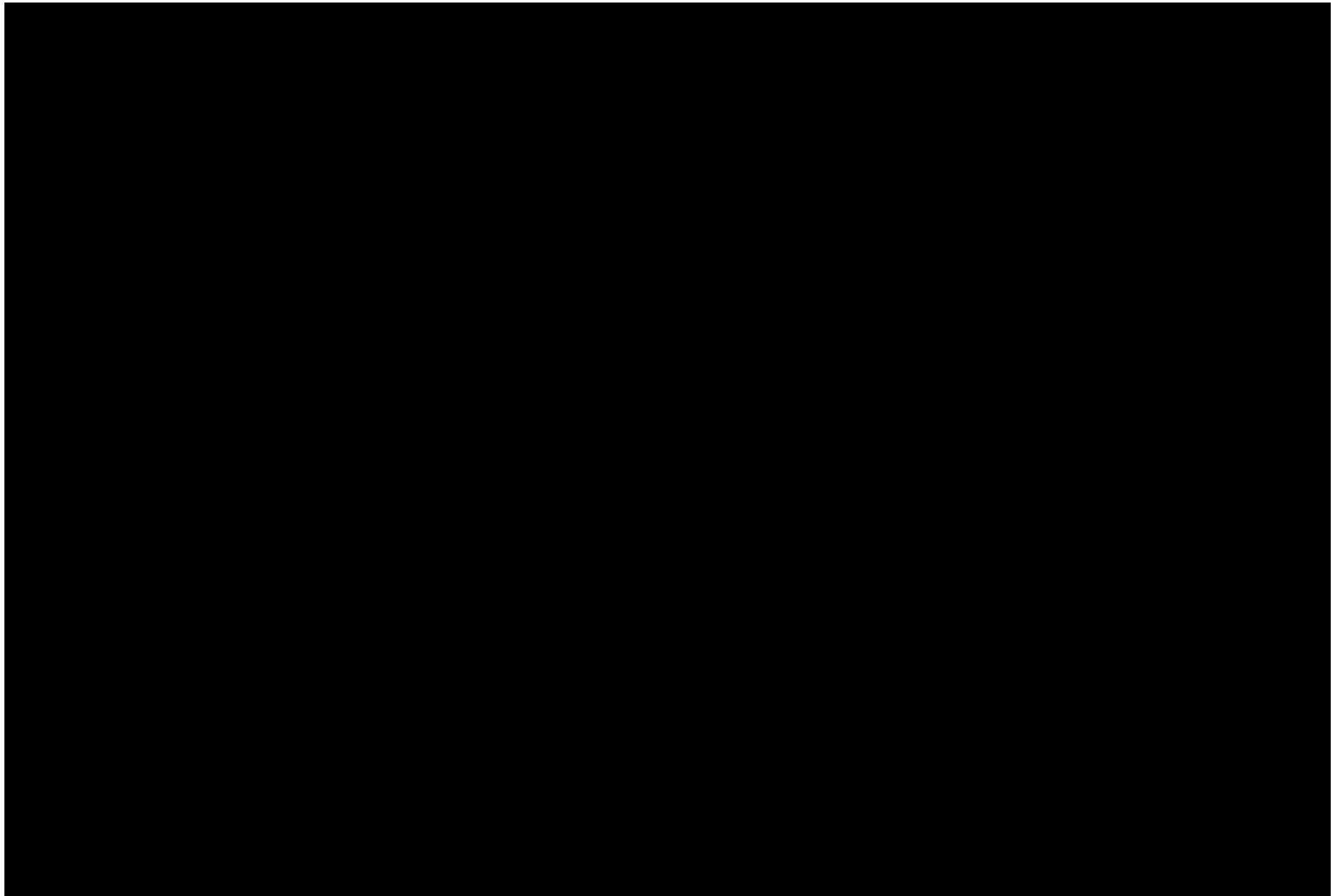




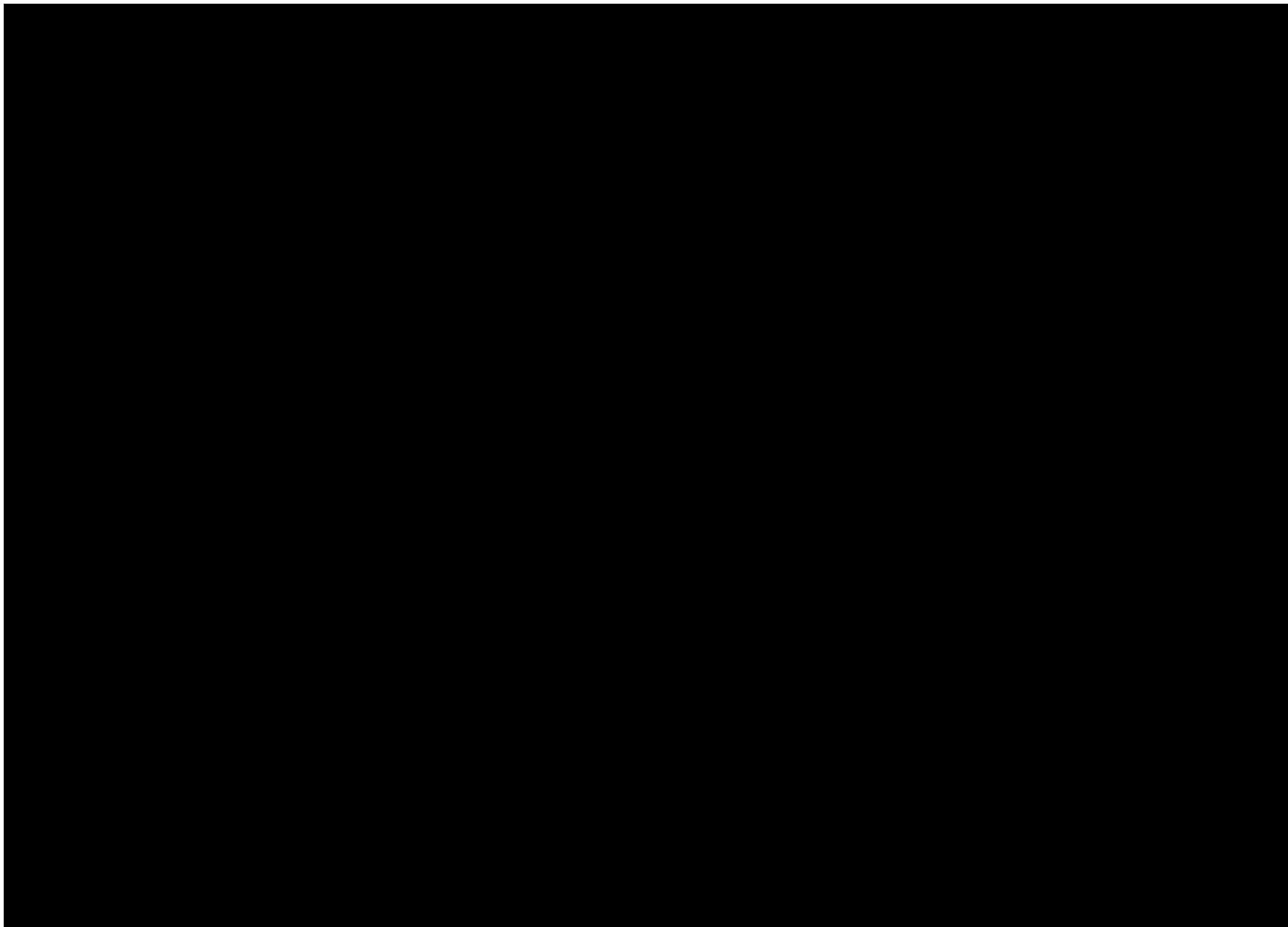


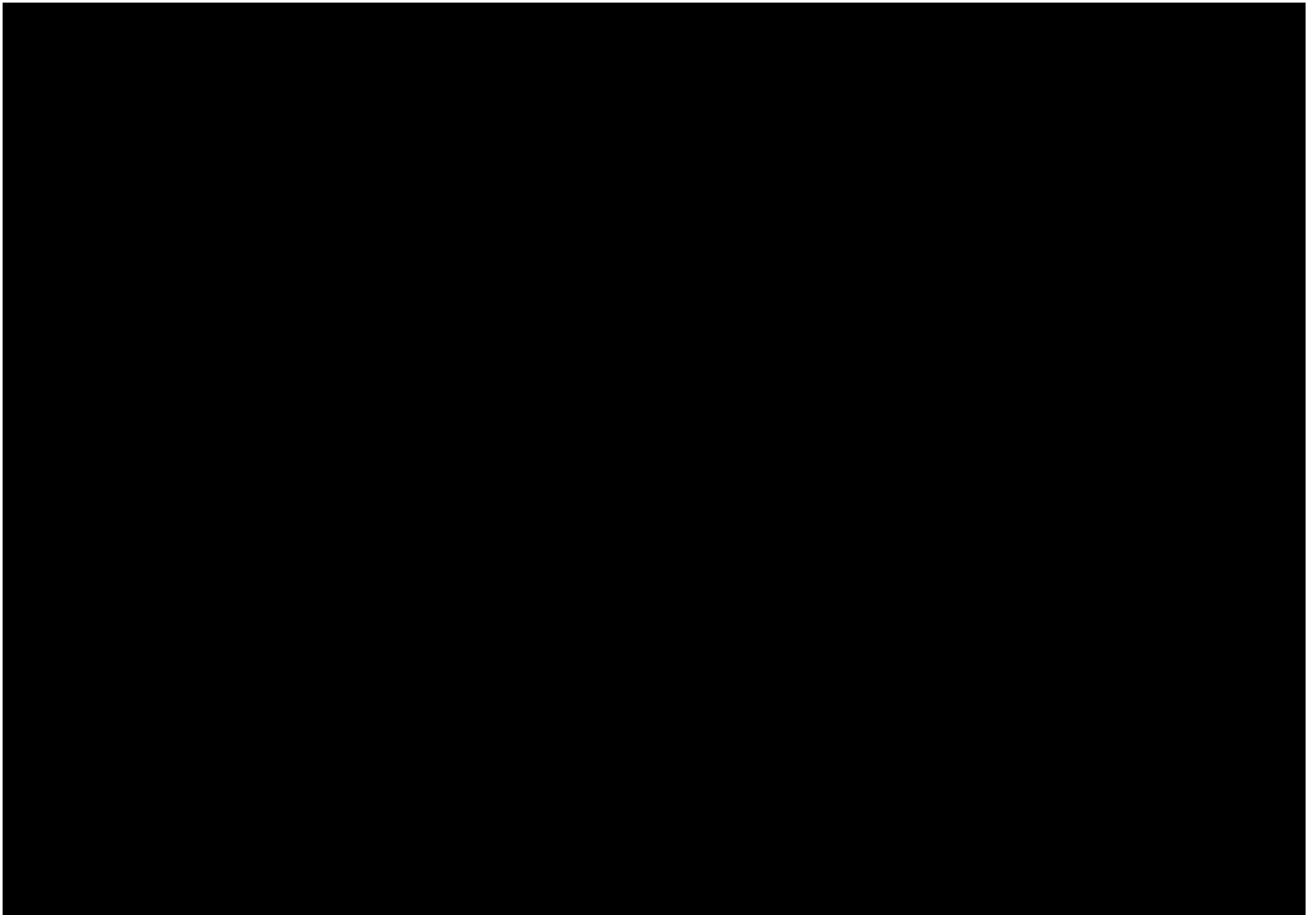






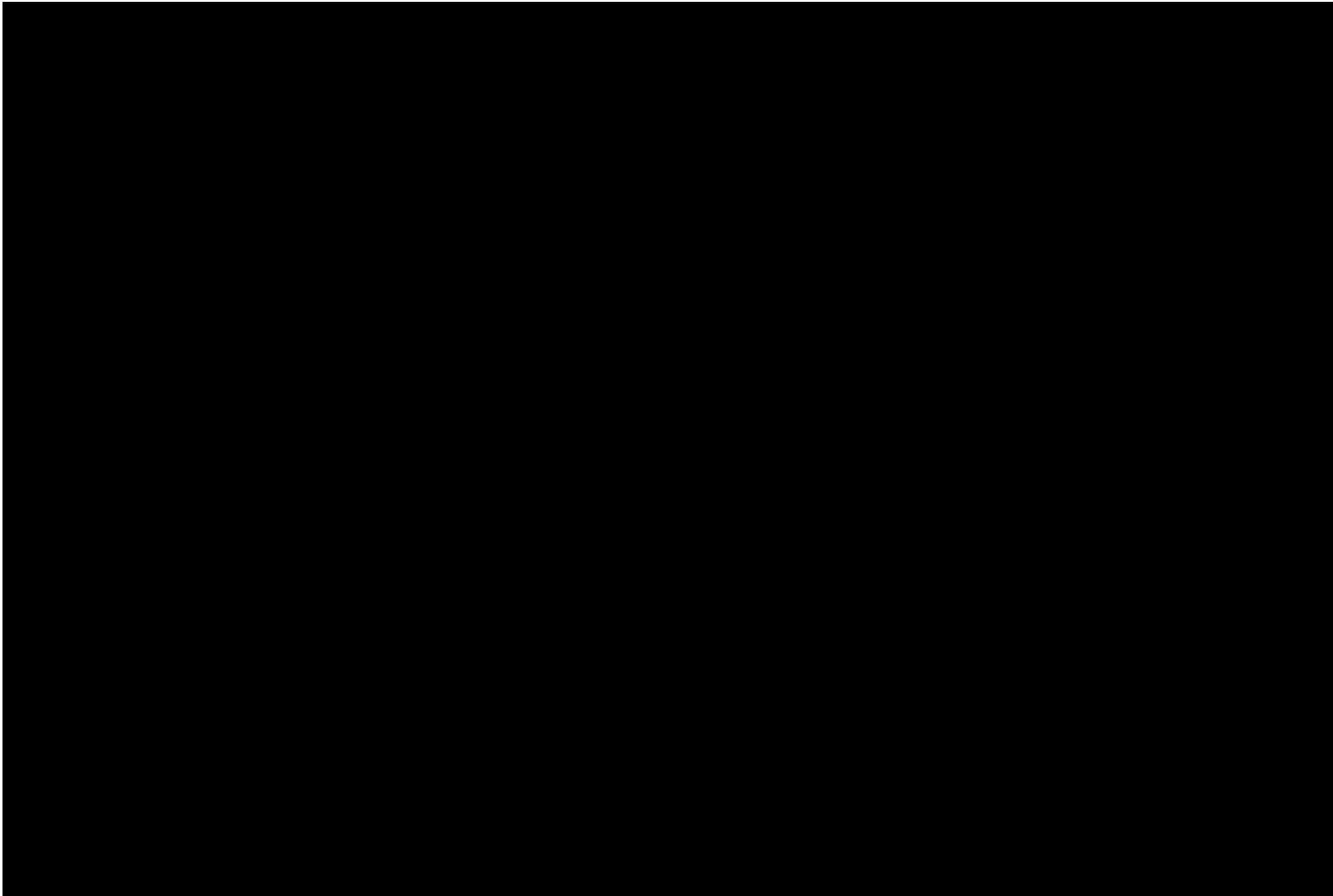














the 1990s, the number of people in the world who are under 15 years of age has increased from 1.1 billion to 1.5 billion. The number of people aged 65 and over has increased from 200 million to 350 million. The number of people aged 15–64 years has increased from 1.5 billion to 2.0 billion.

There are a number of factors which have contributed to the increase in the number of people in the world who are under 15 years of age. These factors include a decline in the death rate, a decline in the birth rate, and a decline in the rate of migration.

The decline in the death rate has been the most significant factor in the increase in the number of people in the world who are under 15 years of age. This decline has been due to a number of factors, including improvements in medical care, a decline in the incidence of infectious diseases, and a decline in the incidence of violence.

The decline in the birth rate has also contributed to the increase in the number of people in the world who are under 15 years of age. This decline has been due to a number of factors, including a decline in the number of children born to women, a decline in the number of children born to men, and a decline in the number of children born to couples.

The decline in the rate of migration has also contributed to the increase in the number of people in the world who are under 15 years of age. This decline has been due to a number of factors, including a decline in the number of people who are migrating from one country to another, a decline in the number of people who are migrating from one region to another, and a decline in the number of people who are migrating from one social class to another.

The increase in the number of people in the world who are under 15 years of age has a number of implications. These implications include a decline in the number of people who are in the workforce, a decline in the number of people who are paying taxes, and a decline in the number of people who are contributing to the economy.

The increase in the number of people in the world who are under 15 years of age also has a number of implications for the environment. These implications include a decline in the number of people who are using natural resources, a decline in the number of people who are polluting the environment, and a decline in the number of people who are contributing to climate change.

The increase in the number of people in the world who are under 15 years of age also has a number of implications for the future. These implications include a decline in the number of people who are living in poverty, a decline in the number of people who are living in slums, and a decline in the number of people who are living in the developing world.

The increase in the number of people in the world who are under 15 years of age also has a number of implications for the quality of life. These implications include a decline in the number of people who are healthy, a decline in the number of people who are educated, and a decline in the number of people who are employed.

The increase in the number of people in the world who are under 15 years of age also has a number of implications for the future of the world. These implications include a decline in the number of people who are living in peace, a decline in the number of people who are living in freedom, and a decline in the number of people who are living in a world that is free from violence.

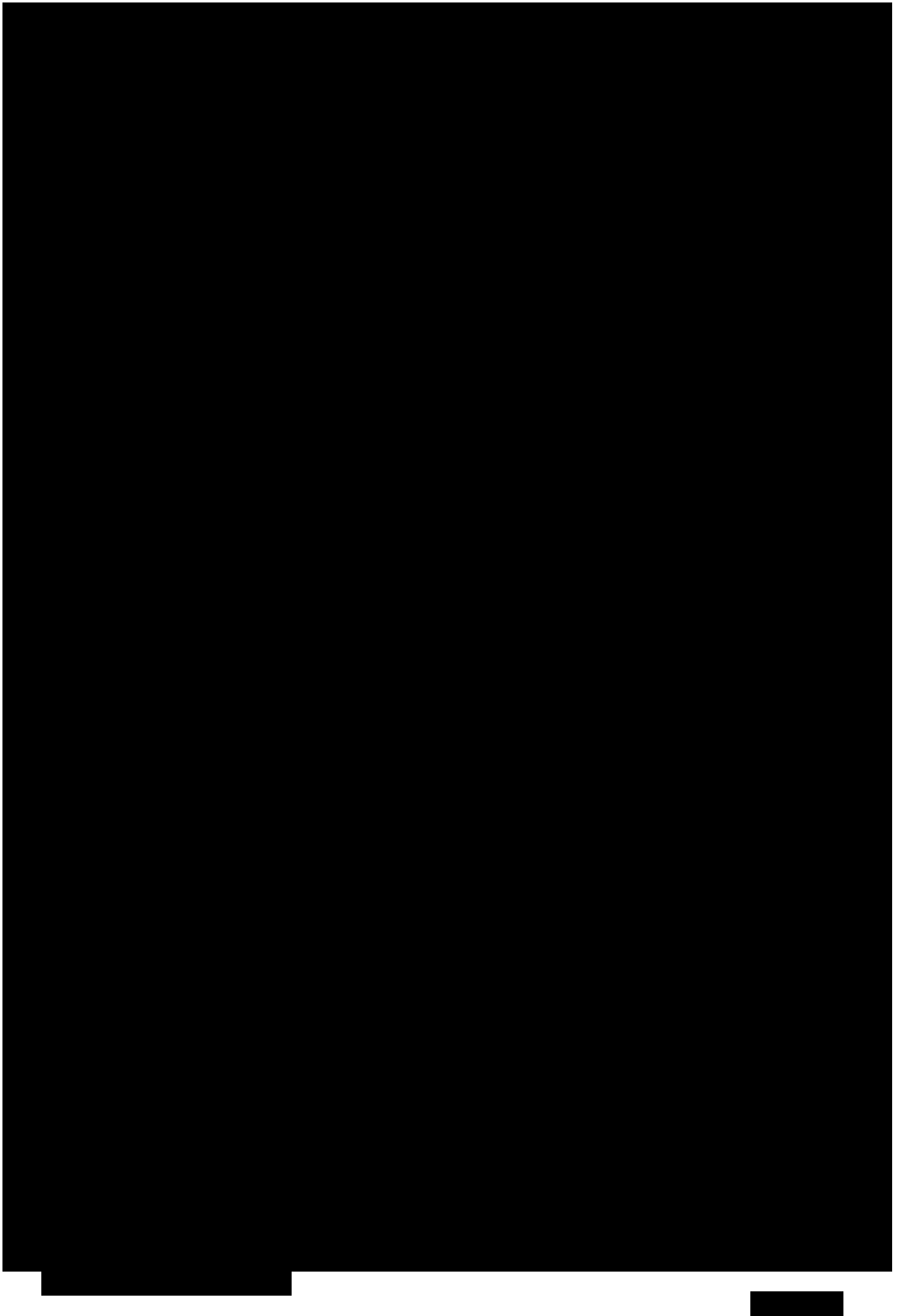
The increase in the number of people in the world who are under 15 years of age also has a number of implications for the future of the world. These implications include a decline in the number of people who are living in a world that is free from poverty, a decline in the number of people who are living in a world that is free from hunger, and a decline in the number of people who are living in a world that is free from disease.

The increase in the number of people in the world who are under 15 years of age also has a number of implications for the future of the world. These implications include a decline in the number of people who are living in a world that is free from war, a decline in the number of people who are living in a world that is free from terrorism, and a decline in the number of people who are living in a world that is free from crime.

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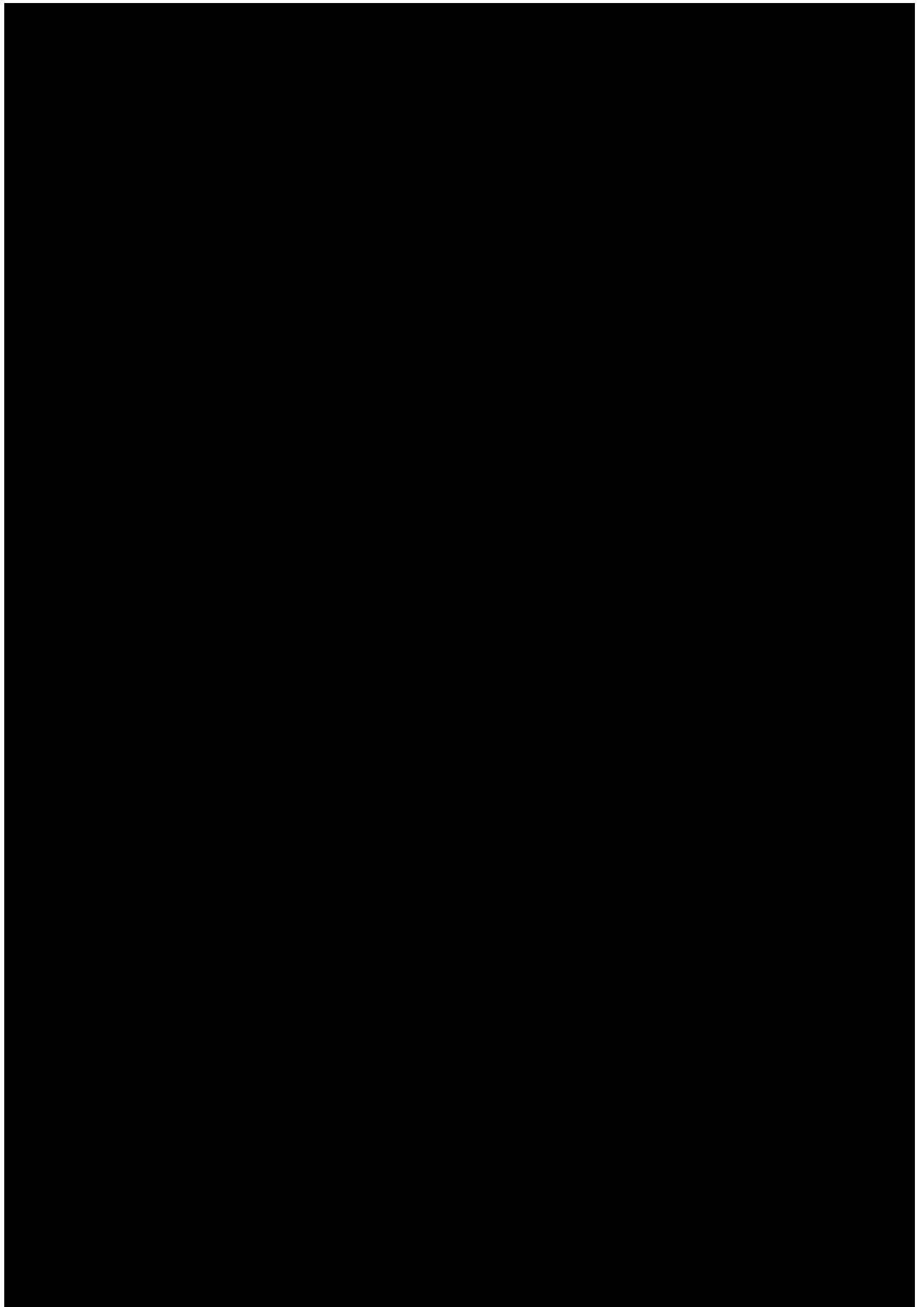




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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1999. The public sector has become a major employer in the UK, and its growth has been a key factor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

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

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There are a number of factors that have contributed to the increase in the number of people in the world who are under 15 years of age. One of the main factors is the increase in the number of people who are surviving infancy. In the 1950s, only about 50% of children survived to the age of 5 years. Today, over 90% of children survive to the age of 5 years.

Another factor is the increase in the number of people who are surviving to the age of 15 years. In the 1950s, only about 20% of people survived to the age of 15 years. Today, over 80% of people survive to the age of 15 years.

The increase in the number of people who are surviving to the age of 15 years is due to a number of factors. One of the main factors is the improvement in medical care. In the 1950s, many children died from diseases that are now easily treated. Today, these diseases are treated with antibiotics and other drugs.

Another factor is the improvement in nutrition. In the 1950s, many children were malnourished. Today, more children are getting enough to eat. This is due to the increase in the number of people who are growing up in developed countries. In developed countries, children are getting enough to eat and are not getting sick as often as children in developing countries.

The increase in the number of people who are surviving to the age of 15 years is also due to the increase in the number of people who are surviving to the age of 10 years. In the 1950s, only about 10% of people survived to the age of 10 years. Today, over 70% of people survive to the age of 10 years.

The increase in the number of people who are surviving to the age of 10 years is due to a number of factors. One of the main factors is the improvement in medical care. In the 1950s, many children died from diseases that are now easily treated. Today, these diseases are treated with antibiotics and other drugs.

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The increase in the number of people who are surviving to the age of 10 years is also due to the increase in the number of people who are surviving to the age of 5 years. In the 1950s, only about 5% of people survived to the age of 5 years. Today, over 60% of people survive to the age of 5 years.

The increase in the number of people who are surviving to the age of 5 years is due to a number of factors. One of the main factors is the improvement in medical care. In the 1950s, many children died from diseases that are now easily treated. Today, these diseases are treated with antibiotics and other drugs.

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The increase in the number of people who are surviving to the age of 5 years is also due to the increase in the number of people who are surviving to the age of 1 year. In the 1950s, only about 1% of people survived to the age of 1 year. Today, over 50% of people survive to the age of 1 year.

## Annex 5 – Sustainability

### 1. Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1 (c) and 13.2.
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.
- 1.4 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with clause 1.3
- 1.5 The Supplier is expected to achieve continuous improvement in environmental and social performance.

### 2. Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
  - 2.2.1 pay staff fair wages and
  - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

### **3 Human Rights - Modern Slavery, Child Labour, Inhumane Treatment**

- 3.1 The Supplier must ensure its Supplier Staff and its sub-contractors and its [or their] supply chain comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements.

### **4 Equality, Diversity, and Inclusion (EDI)**

- 4.1 The Supplier will support the Authority to achieve its [Public Sector Equality](#) Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff and its subcontractors in the delivery of its obligations under this Contract:
- 4.2.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
  - 4.2.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
  - 4.2.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
  - 4.2.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
  - 4.2.5 foster good relations between people who share a protected characteristic and people who do not share it;
  - 4.2.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract; and
  - 4.2.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract;
- 4.3 The Supplier is responsible for;
- 4.3.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and
  - 4.3.2 how it creates and maintains a diverse workforce.
- 4.4 The Supplier must take all necessary steps, and inform the Authority 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) in the performance of the Contract.

## **5. Environment**

5.1 In this section, the following term has the following meaning:

“Net zero” means the balance between the production of man-made greenhouse gases (GHGs) from sources (such as burning fossil fuels, deforestation and refrigerant gases) and the capture in “sinks” ( for example, forests, soil, the ocean and negative emission technologies (NETs).

5.2 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract.

5.3 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract in accordance with 5.2. Without limitation to the generality of paragraph 1.3 of this Annex, when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:

5.3.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments;

5.3.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;

5.3.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

5.3.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments;

5.3.5 avoid use of products that are linked to unsustainable forest management and deforestation;

5.3.6 comply with [Government Buying Standards](#) applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#); and

5.3.7 look to enhance the natural environment and connect communities with it.

5.4 The Supplier must demonstrate to the Authority the steps that it is taking to further the protection of the environment including:

- 5.4.1 understanding and reducing relevant biosecurity risks (including those relating to plant and tree health from harmful pests and diseases and from Invasive Non-Native Species);
- 5.4.2 reducing and eliminating hazardous/harmful substances to the environment; and
- 5.4.3 preventing pollution.
- 5.4.4 Should an environmental incident occur or if there is a significant near miss these must be reported to the Environment Agency Incident Hotline at the earliest opportunity, and then to the Authority.
- 5.5. In addition, to 5.3.3 and 5.3.4, the Supplier, its sub-contractors; and its [or their] supply chain must;
  - 5.5.1 prioritise waste management in accordance with the waste management hierarchy as set out in Law;
    - Waste hierarchy;
    - (a) prevention;
    - (b) preparing for re-use;
    - (c) recycling;
    - (d) other recovery, e.g. energy recovery; and
    - (e) disposal.
  - 5.5.2 be responsible for ensuring that any waste generated by the Supplier and its sub-contractors; and its [or their] supply chain is sent for recycling, disposal or other recovery as a consequence of this Contract and is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with Law;
  - 5.5.3 ensure that it and its sub-contractors; and its [or their] supply chain used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this and provide relevant data and evidence of recycling, recovery and disposal;
  - 5.5.4 inform the Authority within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked and in circumstances where a permit, licence or exemption to carry or send waste generated under this Contract is revoked the Supplier shall cease to carry or send waste or allow waste to be carried by any sub-contractor until authorisation is obtained from the Authority.

## **6 Requirement for Timber**

Not used

## **7 Social Value**

- 7.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the Contract. Where included as part of the Contract the Supplier will provide details to the Authority of the approach taken and benefits delivered.
- 7.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
- 7.2.1 new businesses and entrepreneurs;
  - 7.2.2 small and medium enterprises (SMEs);
  - 7.2.3 voluntary, community and social enterprise (VCSE) organisations; and
  - 7.2.4 mutuals; and
  - 7.2.5 other underrepresented business groups.
- The Supplier will identify barriers to these organisations and work actively to remove them, ensuring equal opportunities to compete.
- 7.3 The Contracts Finder website can be used to help advertise any subcontracting opportunities outside the established supply chain. Other routes advertising to SMEs, VCSE organisations and other underrepresented business groups should be sought to highlight opportunities and encourage a diverse and inclusive supply base.



# Short Form Terms

## 1. Definitions used in the Contract

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

|                            |  |
|----------------------------|--|
| "Authority"                | means the <a href="#">authority</a> identified in paragraph 3 of the Order Form;   |
| "Authority Data"           | a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;                          |
| "Authority Cause"          | any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the 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 Authority is liable to the Supplier;  |
| "Central Government Body"  | for the purposes of this Contract this means 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>• Government Department;</li><li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>• Non-Ministerial Department; or</li><li>• Executive Agency;</li></ul> |
| "Charges"                  | means the charges for the Deliverables as specified in the Order Form and Annex 3;   |
| "Confidential Information" | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;   |

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| "Contract"                          | means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.  |
| "Controller"                        | has the meaning given to it in the "UK GDPR";   |
| "Crown Body"                        | means any department, office or agency of the Crown, including any and all Local Authority bodies;  |
| "Data Loss Event"                   | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;                        |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;   |
| "Data Protection Legislation"       | (i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy; |
| "Data Protection Officer"           | has the meaning given to it in the GDPR;  |
| "Data Subject"                      | has the meaning given to it in the GDPR;  |
| "Data Subject Access Request"       | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;   |
| "Date of Delivery"                  | means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;   |
| "Deliver"                           | means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;       |
| "Deliverables"                      | Goods and/or Services that may be ordered under the Contract including the Documentation;   |

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| "Documentation"          | <p>descriptions of the Services, 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) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p> |
| "Existing IPR"           | any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);  |
| "Expiry Date"            | means the date for expiry of the Contract as set out in the Order Form;   |
| "FOIA"                   | means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;   |
| "Force Majeure Event"    | any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;                 |
| "Goods"                  | means the goods to be supplied by the Supplier to the Authority under the Contract;   |
| "Good Industry Practice" | standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;   |
| "Information"            | has the meaning given under section 84 of the FOIA;   |

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| "Information Commissioner" | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;  |
| "Insolvency Event"         | occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise; |
| "IP Completion Day"        | has the meaning given to it in the European Union (Withdrawal) Act 2018;   |
| "Key Personnel"            | means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;   |
| "Law"                      | means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;   |
| "New IPR"                  | all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;   |
| "Order Form"               | means the letter from the Authority to the Supplier printed above these terms and conditions;  |
| "Party"                    | the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;  |
| "Personal Data"            | has the meaning given to it in the UK GDPR;  |
| "Personal Data Breach"     | has the meaning given to it in the UK GDPR;  |
| "Processing"               | has the mean given to it in the UK GDPR;   |
| "Processor"                | has the meaning given to it in the UK GDPR;  |
| "Purchase Order Number"    | means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;   |

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| "Regulations"                 | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;   |
| "Request for Information"     | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);   |
| "Services"                    | means the services to be supplied by the Supplier to the Authority under the Contract;  |
| "Specification"               | means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;   |
| "Staff Vetting Procedures"    | means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;   |
| "Start Date"                  | Means the start date of the Contract set out in the Order Form;   |
| "Subprocessor"                | any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;   |
| "Supplier Staff"              | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;  |
| "Supplier"                    | means the person named as Supplier in the Order Form;   |
| "Sustainability Requirements" | means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;  |
| Tender Submission             | means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).   |
| "Term"                        | means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;  |
| "UK GDPR"                     | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4); |

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| "VAT"         | means value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| "Workers"     | any one of the Supplier Staff which the Authority, 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; |
| "Working Day" | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.   |

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

### **3. How the Contract works**

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **4. What needs to be delivered**

#### **4.1 All Deliverables**

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

## 4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.



(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar 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.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

#### **4.3 Services clauses**

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

[REDACTED]

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair

wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

## 5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier

shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

## **6. The Authority's obligations to the Supplier**

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

## **7. Record keeping and reporting**

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## 8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## 9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the 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 the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.



9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

## 10. Intellectual Property Rights (IPRs)

[REDACTED]

[REDACTED]

10.3 Where a Party acquires ownership of intellectual property rights 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.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

[REDACTED]

[REDACTED]

[REDACTED]



## 11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **Ending the Contract without a reason**

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

### **When the Authority can end the Contract**

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the 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;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

### **11.6 When the Supplier can end the Contract**

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):



(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

### **11.7 Partially ending and suspending the Contract**

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

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



12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, 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.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

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

### 13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

## 14. Insurance



## 15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);



(c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if 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 this Contract;

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) 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;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

#### 15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

### 16. What you must keep confidential

#### 16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, 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, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (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 Confidential Information;

- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) 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.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

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

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

## 17. When you can share information

[REDACTED]



[REDACTED] the disclosure is the Authority's decision, which does not need to be reasonable.

## 18. Invalid parts of the contract

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

## 19. No other terms apply

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

## 20. 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.

## 21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

## **22. Relationships created by the contract**

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

## **23. Giving up contract rights**

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

## **24. Transferring responsibilities**

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

[REDACTED]

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

## **25. Changing the contract**

[REDACTED]

## **26. How to communicate about the contract**

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## **28. Health, safety and wellbeing**

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.

35.2 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 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the 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.

35.5 The 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 35.3, unless the 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 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

## **36. Which law applies**

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.



- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

## **29. Business Continuity**

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

## **30. Whistleblowing**

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

[REDACTED]

[REDACTED]


## 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. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (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;
- (b) indemnify the Authority 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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 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 Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;



- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Publicity**

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## **33. Conflict of interest**

33.1 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 between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority 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.

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

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

## **35. Resolving disputes**

35.1 If there is a dispute between the Parties, their senior representatives 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.