

I. Cover Letter



Department for Business, Energy & Industrial Strategy

Instiglio Inc
1880 Brickell Avenue
Miami
FL 33129
USA

Date: 29/03/2023

Our ref: PRJ_1406

Dear REDACTED

Following your tender/proposal for the supply **of Research on potential clean technology applications for innovation pull financing** to Department of Business Energy & Industrial Strategy ("BEIS")¹ and its subsequent successor department(s), we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the **Annexes** set out the terms of the Contract between **BEIS** and Instiglio Inc 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 this Contract by electronically signing this Order Form using the Authority's e-tendering platform within **7** days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

Yours faithfully,

REDACTED

¹ To note. The Contract is being issued under Department of Business Energy and Industrial Strategy (BEIS). However the department is transitioning to three new departments as detailed here: <https://www.gov.uk/government/news/making-government-deliver-for-the-british-people> At the point of Contract signature BEIS will remain the contracting Authority and changes to the Contracting Authority will be made following new legislation being laid before UK Parliament.

II. Order Form

1. Contract Reference	Prj_1406	
2. Buyer	BEIS, 1 Victoria Street, London	
3. Supplier	Instiglio Inc 1880 Brickell Avenue Miami FL 33129 USA	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
5. Deliverables	Goods	None
	Services	<p>Description: as set out in Annex 2 – Specification and in the Supplier's tender as set out in Annex 4 – Supplier Tender</p> <p>Date(s) of Delivery: <i>See paragraphs 7 and 8 below.</i></p>
6. Specification	The specification of the Deliverables is as set out in Annex 2 - Specification	
7. Start Date	30/03/2023	
8. Expiry Date	09/06/2023	
9. Extension Period	<p>The Contract may be extended if there are unanticipated delays to delivery which could not have been reasonably foreseen by the Contractor, or if during delivery the research identifies additional task(s) which had not been previously identified yet would contribute to the quality or value of the deliverables. Any extension would be subject to agreement and based on the provided rates and contract terms and conditions, in line with provisions for extension detailed in Public Contract Regulations 2015. The Contract will not be extended greater than an additional 2 months. The Conditions</p>	

	of the Contract shall apply throughout any such extended period.				
10. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable				
11. Charges	The Charges for the Deliverables shall be as set in Annex 3 - Charges				
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to the BEIS project manager.</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 and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p>				
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being £500,000				
14. Progress Meetings and Progress Reports	See Annex 2 - Specification				
15. Buyer Authorised Representative(s)	For general liaison your contact will continue to be REDACTED				
16. Supplier Authorised Representative(s)	For general liaison your contact will continue to be REDACTED				
17. Address notices for	<table> <tr> <td>Buyer:</td><td>Supplier:</td></tr> <tr> <td>REDACTED</td><td>REDACTED</td></tr> </table>	Buyer:	Supplier:	REDACTED	REDACTED
Buyer:	Supplier:				
REDACTED	REDACTED				
18. Key Staff	Please See Annex 4 for Key Staff for the Supplier.				
19. Procedures and Policies	For the purposes of the Contract the Department's commercial policies are here: https://www.gov.uk/government/organisations/department-				

	for-business-energy-and-industrial-strategy/about/procurement
20. Special Terms	<p>Modern Slavery: A new clause is inserted into clause 13 of the Conditions (Obeying the law):</p> <p>The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool, which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat, within sixty (60) days of such request.</p>
21. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) The cover letter from the Buyer to the Supplier dated 30/03/23 (if used) b) This Order Form c) Any Special Terms (see row 20 (Special Terms) in this Order Form) d) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 - Specification iii. Annex 3 - Charges e) Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.

This Order Form will be signed by both parties using the Authority's e-tendering platform Jaggaer.

Signature sheets will be attached to this Contract upon execution.

III. Annex 1 – Processing Personal Data

Contract:	Research on potential clean technology applications for innovation pull financing
Date:	See date of Cover Letter
Description Of Authorised Processing	See below
Description	See below
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide this service.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place from Contract Commencement for the duration of the Contract plus a 7 year retention period. The Contract will end as per the date detailed in the Order Form but may be extended for up to one month.
Nature and purposes of the processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.

Categories of Data Subject	Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>

IV. Annex 2 – Specification

1. INTRODUCTION

There is an urgent need to accelerate clean energy technology demonstration, uptake, and commercialisation globally. To realise global net zero by 2050, almost half the emissions reductions will need to come from technologies that are not yet commercial (currently at the demonstration or prototype phase) (IEA 2021). Globally, we must prepare for the next phase of the transition by boosting innovation by investing in RD&D.

Most innovation support to date has utilised push mechanisms, directly subsidising the up-front RD&D costs. However, in many cases this approach has not yet sought to incentivise innovations' uptake and usage, in particular addressing factors specific to low-and middle-income countries. It is envisaged that incentive-based, pull funding for innovative clean technologies could play this role.²

This tender is for a research project to address knowledge gaps on types of climate /clean technology and applications appropriate for pull financing. The research will focus on the potential scale, costs and impacts of potential Official Development Assistance (ODA) funded interventions for clean technologies in hard-to-abate sectors to inform further action and potential investment proposals.

2. OBJECTIVES AND ACTIVITIES

Overarching objectives of this research activity:

- A greater understanding of the opportunity and possibility for UK Government (or others') intervention in this space through development of exemplar case studies that could demonstrate potential impact, scale, and design considerations for this funding approach, in relevant Ayrton Fund thematic challenge areas. This helps respond to wider questions on whether/how this kind of approach could be *effective*, at what scale, to support global climate and development goals.
- Greater insights into the broader global landscape for clean technology pull finance, through the lens of where development assistance in this form could best contribute, taking account of the status of the current offer through pull financing, any unfulfilled gaps or unknowns. This will provide the authority with a clearer picture of the positioning of the UK (and Ayrton Fund thematic challenge areas), of global markets or needs for different types of clean energy RD&D, and of UK's role as a major ODA provider in various countries. This would help respond to wider questions on whether (and where/how) this type of approach could be *additional*.
- Provide clear, relevant evidence from an independent source to feed into the development of internal proposals for investment.

Tasks:

- Task 1 -To enable a greater understanding of the possibility for effective intervention in this space, the Contractor will undertake research and prepare a report on at least three

² Some background reading on the topic: Dissanayake and Camps (2022) [Building a Portfolio of Pull Financing Mechanisms for Climate and Development](#); Stephens et al (2022) [Catalyzing Climate Results with Pull Finance](#); EnDev (2021) [Transforming energy access markets with RBF](#); US Office of Science and Technology Policy (2014) [Overview of Pull Mechanisms](#)

clean energy climate pull finance exemplar case studies. These will dive into selected clean energy innovative solutions (technologies and/or business models) relating to the UK government's Ayrton Fund thematic challenge areas, such as Energy storage, Clean hydrogen, Clean Transport (which could include critical minerals) and Industrial Decarbonisation. This report would outline the case for specific innovation applications, and outline the role, structure and estimated spend required for a pull mechanism incentive, which would enable the applications to reach a position of readiness for wide uptake in the given Official Development Assistance (ODA) eligible market, aligned with climate and development benefits. Final selection of focus of Case Studies are to be agreed with the Authority within one week following project kick off. A light touch preliminary report confirming this will be required by end March (see section 3, under Output 1).

- **Task 2** – To generate insights into the broader global landscape and additionality of further action in this space, the Contractor will undertake research and prepare a high-level report reviewing the landscape of main actors (funders, implementers, initiatives) involved in pull financing relating to clean technology innovation in ODA-eligible countries, providing gap analysis and recommendations. By actors we principally refer to providers and implementers of pull finance.
- **Task 3** – Present and, subject to agreement with the Authority (see section 6), actively disseminate clear, well-evidenced reports, and a 1 hour in-person or virtual presentation to Authority stakeholders. As such it may be necessary for the Supplier to prepare multiple versions of the reports with/without sensitive information redacted and to make unredacted versions available just to the Authority. Reports should consider their format and should be accessible e.g., each case study should have a very short executive summary.

Indicative high-level research questions by output

Some indicative research questions and approaches are set out below. The Authority reserves the right to finalise these in agreement with the Contractor by the end of the first working week of the project, following a kick-off meeting with Contractor, and considering the Contractor's proposal.

Output 1: Exemplar case studies

What examples or potential examples are there of effective pull financing to support innovative solutions relating to Ayrton Fund thematic challenge areas, such as Energy storage, Clean hydrogen, Clean Transport (which could include critical minerals) and Industrial Decarbonisation? How might these work, at what scale and with what considerations on effectiveness or success?

- The Contractor will develop *at least* three exemplar case studies from across the listed thematic Challenge areas, each covering a different area. The Contractor will assess evidence and set out details against the following areas (questions may be expanded or improved):
 - Ayrton Fund challenge area, specific application, ODA country or region
 - Intervention purpose (climate & development problem addressed by the innovative solution), context on main market barriers/state of market,
 - Pull finance intervention design: (expected) end users targeted, type of pull mechanism (and relative value of using pull mechanism versus another type of funding), high-level metric/scale for success, estimated size of incentive to achieve success in selected context.
 - GESI (Gender, Equality and Social Inclusion) and Just Transition considerations
- Methodological note: the Contractor's exemplar case study proposals will describe potential interventions to incentivise innovations that support the clean energy transition in developing and emerging markets. During project kick-off (week 1), the Authority will discuss and agree with the Contractor the case study applications based

on their proposals in the response to tender, as well as the types of relevant and feasible data which will be used to formulate them, and useful contacts and evidence sources, where relevant. The preliminary report will enable the parties to develop and confirm further detail. Researchers may wish to engage or conduct interviews with experts (technical or in country) to supplement team expertise. The Authority can help facilitate some stakeholder introductions where appropriate.

- In the full report, the Contractor will show understanding of the market structure of key sectors, and draw on available real-world evidence and data to make reasonable and high impact proposals on the kinds of innovative applications that a pull financing type approach could support. In doing so, the Contractor will assess the relevance and rigour of evidence consulted, and clearly explain their approach and any limitations.
- The focus will be on scaling practical and implementable solutions to a point of readiness/trajectory for wide uptake, supported by a sizeable pull incentive (e.g., £10-60m each). Some quantitative estimation is strongly desirable, and contractors may make use of Fermi method or similar approaches³ to estimate the potential size (cost) and impact of the pull financing instruments. The Contractor shall make available to the Authority a log of sources consulted and assumptions made.

Output 2: Landscape review and analysis

What is known about the landscape for pull-type funding for clean technologies in ODA-eligible countries? What gaps may exist in this offer; what could constitute a useful addition to this landscape?

Through conducting a high-level review of the landscape of relevant funds, facilities or initiatives supporting, the Contractor will (examples):

- Map the landscape of main actors (such as funders and implementing organisations) active in the field, and the size of funding, to best extent known. Tables, graphs or other visuals would be desirable to help summarise findings.
 - Methods the Authority would expect to see proposed include, but are not limited to: desk research, reviews of available fund or project pitches/brochures, targeted stakeholder consultation, for which the Authority may be able to help facilitate some initial connections or sources, to be discussed at kick off. The Contractor will be expected to assess the relevance and rigour of evidence consulted, and clearly explain their approach and any limitations.
- Provide analysis on the funding and implementation landscape, addressing, e.g.,
 - Technology/innovation themes, geographies, and types of pull mechanisms, commonly appearing, or where there is evidence of demand
 - Gaps or areas of strong alignment with respect to the UK's Ayrton Fund themes
 - High-level information on principal funders supporting relevant funds or initiatives (or any opportunities, barriers, knowledge gaps, or unmet needs or demand identified during research)
- Outline observations and recommendations from gap analysis of the current offer
- Where possible include an annotated bibliography to support further research, and make available, where requested by the Authority, analysis supporting the Output.

Project plan

A project plan in an accessible format (e.g., excel/Project/PDF) with details of how the Supplier would deliver the tasks and requirements below. The Authority expects to provide steers

³ Background on estimation methods (Fermi and similar): Årlebäck, and Albarracín, (2019). [The use and potential of Fermi problems in the STEM disciplines to support the development of twenty-first century competencies](#)

throughout the project and to review each draft output, and the project plan should indicate when this input is likely to be required.

3. TIMELINE AND DELIVERABLES

For each deliverable, the Authority would expect to see firstly an outline of the report content (e.g. chapter headings) for review, then a first draft for their comment prior to a final report. For Output 1, please see note in table below. Suppliers should detail how they propose to engage with the Authority throughout.

Please facilitate at least a week for the Authority to provide comment on a draft version of deliverables. It would be prudent that the Supplier also assumes there may be comments which would require addressing on the final deliverables prior to the Authority signing these off as completed. As such, engagement throughout the process would be key to ensure that comments in the first issue of final deliverables are non-substantial/significant.

The Authority will coordinate obtaining comments on drafts from internal stakeholders (project manager, analytical lead and SRO) and will endeavour to return these promptly and succinctly.

Table 4: Requirements

Requirement Title	Estimated total value (exclusive of VAT)*	Description	Timeline goods/service required
1 – Climate Innovation Pull Financing for clean technologies-exemplar applications (format: report)	£35- 40k	Prepare research report on <i>at least</i> three clean energy climate pull finance exemplar case studies (8-10 pages per case study, excluding references). These would be expected to dive into select innovative solutions (technologies and business model applications) relating to the UK government's Ayrton Fund clean energy innovation challenges, in areas such as energy storage, clean hydrogen, clean transport (which may include solutions addressing critical minerals), industrial decarbonisation applications. This report would cover the policy case for particular innovation needs and opportunities, and the role, structure and estimated costs of incentive mechanisms.	Outline draft & progress report complete by end of March. Advance copy of near-final report to be shared at least a week before final deadline. Final report complete end of May
2 – Climate Innovation Pull Financing – mapping funding landscape with gap analysis (format: report)	£20-23k	High-level review of the funding landscape for the main types of climate/clean energy pull financing, with gap analysis.	Advance copy of near-final report to be shared at least a week before final deadline. Final report complete end of May
3 – Final presentation of	£7k	Presentation of reports and findings, including slidepack of findings	By end of May

Requirement Title	Estimated total value (exclusive of VAT)*	Description	Timeline goods/service required
findings and outputs		(expected format: formatted reports in Authority's template, covering requirements 1 and 2 above; and a 1 hour presentation to, and slidepack, for HMG and key stakeholders).	
BUDGET	£62-70k (exclusive of VAT)		

*Note: see section 10 on non-UK taxes.

Please note that these estimated values are indicative and should not be seen as limits per task. The Authority would expect Tenderers to provide justified costs for each work package which presents value for money and reflects the methodology they are proposing to deliver these tasks.

4. EXPERTISE REQUIREMENTS, TEAM STRUCTURE AND SKILLS

The Contractor should have the following:

Relevant experience and insights in pull financing, clean energy and climate innovation technologies and research/production of case studies.

Ability to engage effectively with key stakeholders. The climate pull financing reports will require a good knowledge of relevant stakeholders in these areas.

Essential coverage: The scope of this project is relatively flexible but skills we expect to see from Tenderers include:

- *Expertise on clean tech and innovation in ODA eligible countries:* technical understanding of climate finance for innovative clean energy technologies in developing and emerging markets
- *Expertise on intervention design: pull mechanisms, markets, incentives:* access to analysis, insights and understanding of the potential role and effectiveness of pull financing for innovation related to the sectors of interest. Understanding of economic incentives and –where necessary under uncertainty- ability to estimate impacts, justified by evidenced, reasonable assumptions
- *Strong understanding of the ODA finance landscape relevant to climate / clean energy, and horizon-scanning and general research skills:* research and engagement capabilities relating to organisations working in the field, such as relevant funds, public and private sector actors, development finance institutions and/or other international organisations.
- Experience producing similar reports, research, or case studies

We would expect the above skills from the Contractor's team – Tenderers may consider a consortia or significant subcontractor to bridge any gaps in team expertise.

Desirable coverage: The Authority are also interested in the following, which are not currently essential but are desirable nonetheless:

- Involvement in delivery, advice, or evaluation of similar projects, or those relating to support for climate / clean technology innovative solutions in developing country contexts

Contractors should meet the essential coverage requirements as a minimum. Contractors should clearly articulate what from the desirable coverage can be provided from their selected project team as well as the potential cost implications (if any) of providing such coverage. Where budget restricts which items from the desirable coverage can be provided, Tenderers may provide a menu of options for these areas along with associated costs within their Commercial proposal, making it clear that these elements are not included within the proposed cost.

The Contractor will propose named members of the project team and identify the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/seniority of staff and number of days allocated to specific tasks. Contingency requirements in the event of staff absences should also be identified. It is recommended that a deputy project lead is also identified.

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

5. GOVERNANCE AND WORKING ARRANGEMENTS

The Contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. Where requested, access to the Contractors' analysts, including but not necessarily limited to assisting with analytical queries and discussing analysis, should also be facilitated by the point of contact.

A project manager from the Authority will be assigned to the project and will be the central point of contact for the Contractor. The project manager will be available to answer queries and support development regularly, at least at a frequency of once every two weeks. This can be assessed with the Contractor if greater frequency is required, for example towards the end of the project.

The project manager, the Analytical lead, and the SRO of the Authority's team from which this funding comes, will be responsible for signing off the final outputs of the research project.

6. OWNERSHIP AND PUBLICATION

The Authority will own the intellectual property of all deliverables. The Contractor should prepare the deliverables for the outputs in both publishable (redacted) and not-to-be-published (unredacted) formats. The Authority will agree the approach to redactions in reviewing near-final drafts and consider this as part of the sign-off process for the final outputs. The Authority reserves the right to make the final decision about whether and how to publish the outputs, in line with internal protocols on publication approvals, publication template, branding, accessibility, publication location, and communications handling advice. The Authority will provide the Contractor with a copy of the research report template upfront. All published deliverables should be in English and in a clear and accessible language.

Subject to the Authority's decision on publication, a strategy for active dissemination of the publication by the Contractor would be required to be approved by the Authority, as appropriate. All deliverables must not refer to the Authority endorsing the detailed technologies.

The Authority will be authorised to reproduce products and information in internal and external documents (including those shared with other Government Departments) with the source of information attributed to the supplier.

7. QUALITY MANAGEMENT

The Contractor should have measures in place to ensure that the deliverables produced are of a high quality and free from error. Quality assurance measures should be factored into workplan timelines. The quality assurance plan must consider and include as minimum standards those measures detailed in the Government Social Research Code⁴, The Green Book⁵ and The Magenta Book⁶ where appropriate.

The Authority expects the Contractor to adhere to the following Government Social Research (GSR) principles if they are required to conduct any research or related activities:

- a) Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings
- b) Participation based on valid consent
- c) Enabling participation (making sure that barriers to the participation of marginalised groups are addressed in the design of the research)
- d) Avoidance of personal harm
- e) Non-disclosure of identity and personal information

8. SOCIAL VALUE

The Contractor should have its own corporate policies in place which address areas of social value such as equality, diversity and inclusivity of its staff as well as sustainability and environmental responsibility.

9. SUB-CONTRACTORS

The Contractor must have measures in place to manage any sub-contractors and ensure that their selection is conducted in an open and transparent manner.

10. BUDGET

The Authority has created a 'genuine pre-estimate' of costs for this service. The budget is up to £70,000 exclusive of VAT, but inclusive of non-UK taxes. Payment will be fixed price with payments to be made based on milestones.

11. PAYMENT

Tenders will provide an invoice schedule as part of their Commercial Proposal which should take in to consideration the estimated budgets and timelines as detailed in Table 4 above. The Authority would anticipate two invoices during the project delivery, but alternatives may be proposed by the Contractor.

Price will be fixed based on the commercial offers made. Payments, in GBP, will be linked to delivery of deliverables. The indicative milestones and phasing of payments is to be as detailed in the Pricing Annex.

⁴ <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>

⁵ <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>

⁶ <https://www.gov.uk/government/publications/the-magenta-book>

Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Authority aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract. We expect that this will be replicated in any sub-contractor arrangements and the Authority may request evidence that this is the case.

The Authority reserves the right to amend the Contract to increase the scope of activities required of the Contractor, so long as the maximum Contract value permits this and any additional activities meet the objectives of the Contract. Contract amendments would be managed by a formal variation process and will be made with mutual agreement with the Contractor. This is only permitted if the proposals are compliant within the remit of Public Contracts Regulations 2015.

12. PERFORMANCE

The Authority will manage the contract and have regular performance discussions with the Contractor, at least every two weeks. Where the quality of deliverables are failing to meet the Authority's expectations identified in both these requirements and the Contractor's tender submission, the Authority will work with the Contractor to identify measures to remedy these performance issues.

Where deliverables are taking significant rounds of comment from the Authority prior to signing off as complete, the Authority will only pay the amount given in the Contract and will not pay for additional drafting above and beyond expected. As such engagement with the Authority during the drafting process to ensure that the final documents will be acceptable is essential.

V. Annex 3 – Charges

The total price of this project will be **£69,033 (GB Sterling)**. This price includes all non UK taxes and will not change due to currency fluctuations.

Payment will be made according to the following invoicing schedule, following approval of the activity being of satisfaction to the Authority.

REDACTED

The Costs are broken down as follows:

REDACTED

REDACTED

VI. Annex 4 – Supplier Tender

PROPOSAL FOR RESEARCH ON POTENTIAL CLEAN TECHNOLOGY APPLICATIONS FOR INNOVATION PULL FINANCING - MARCH 16, 2023

To meet global net zero objectives by 2050, there is an urgent need to rapidly catalyze the development and use of new climate technologies. As part of the UK Government's leading role responding to this need, BEIS is seeking a consultant to research potential scale, costs, and implications of ODA-funded interventions to inform potential investment proposals. Instiglio's Climate Practice is uniquely placed to deliver on BEIS' needs, having spent a decade supporting similar clients, and most recently authoring "Catalyzing Climate Results with Pull Finance," the first research paper of its kind, presenting similar cases as to those requested by BEIS.

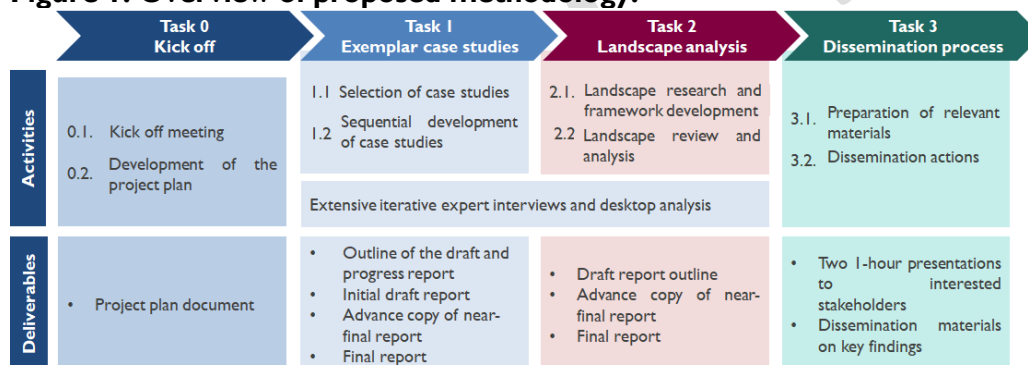
1. DELIVERY PLAN AND METHODOLOGY

The objective of this consultancy is to (i) expand the understanding of the opportunity for the UK Government and others to use pull finance to meet climate and development goals, (ii) provide insights on the landscape of clean technology pull finance, and (iii) provide independent inputs for the development of internal proposals for investment. To this end, the project will entail the delivery of two core outputs:

1. **Case studies.** The case studies will analyze the barriers to technology adoption, the potential use of pull finance to address these, barriers and provide a prototype of a pull finance mechanism.
2. **Landscape analysis.** This analysis will provide an overview of the pull finance ecosystem in the prioritized areas, including mapping key stakeholders and analysis of trends and gaps that could be filled.

To deliver these outputs, we detail below a proposed methodology, as summarized in Figure 1.

Figure 1. Overview of proposed methodology.



1.1. TASK 0 – KICK OFF

During the first week, Instiglio will deliver the following activities to lay the groundwork for Tasks 1-3:

Activity 0.1 – Kickoff meeting with the BEIS team: The project will begin with a kickoff meeting which will serve to align on the goals and review the selection criteria and options for the technology gaps the case studies could focus on. In addition, we would review the methodology and scope of deliverables, timeline, roles and responsibilities, recurrent touchpoints between the teams, and next steps.

Activity 0.2 – Project plan: Based on this proposal and the kickoff meeting, the Instiglio team will develop a project plan with the agreed scope and methodology for the deliverables, timelines, and responsibilities.

- (i) **Deliverables:** Project plan document presenting the agreed scope, methodology, timelines, and roles and responsibilities for project execution.

1.2. TASK 1 – CASE STUDIES

Instiglio will develop three exemplar case studies that demonstrate the potential impact, scale, and design considerations for the pull finance approach in Ayrton Fund thematic challenge areas.

Activity 1.1 – Selection of case studies: To select a strong set of case study focus areas, Instiglio will refine the proposed selection criteria and technology options outlined in Box 1. This process will be undertaken in collaboration with BEIS, along with further desktop analysis and expert interviews.

Activity 1.2 – Prototyping, research and case study drafting: Instiglio will develop 3 case studies detailing the potential of pull finance to address technology gaps based on the following 4 sub-activities:

Box 1: Case study selection criteria and potential technology for proposed case studies -

Selecting suitable case studies is central to developing a report which accurately depicts the potential of pull finance to drive climate technology innovation and results. To this end, we present the following preliminary criteria to be refined with BEIS as the basis for case study technology selection framework:

1. **Technology gap:** Necessary technologies do not exist, or available technologies are not being adopted, due to market failure. The technology can be sufficiently defined for the design.
2. **Adequacy of funding:** That available funding could drive the necessary market shift. For example, the indicative £10-60m range may be insufficient to drive market shifts in capital intensive technologies such as establishing clean hydrogen production capacity, requiring more narrowly targeted investments, potentially **sub-components of technology value chains**.
3. **Climate and development outcomes:** Addressing the market failure is likely to lead to substantial climate as well as socioeconomic development gains.
4. **Availability of information:** The problem is well-defined and documented, providing a solid foundation of data and research to inform robust cases.

We present below a **preliminary list of potential technologies** which could be the subject of strong case studies. Other topics considered but not included because of space constraints and the above criteria include **industrial heat innovations, clean hydrogen industry development, and industrial scale energy transitions**. These options will be assessed along with the below and further suggestions from BEIS at project commencement.

1. Clean transport: Addressing low take-up of electric vehicles (EVs) in LMICs requires solving several technology gaps for local application, including development and scale-up of **EVs aligned with common local usage (buses/minibuses for public transport, two/three-wheelers, and adaptations needed for high heats and rough roads), charging infrastructure or battery swap systems, and price barriers**. Given the rapidly growing use of EVs and their very limited use in Africa, relatively modest funding may be enough to reach critical market tipping points required for EV adoption, **including the potential to kick-start local production of some technologies**. Expanding EV use would substantially reduce emissions and deliver development gains. The potential for EV application to LMICs has been increasingly studied, likely providing a sufficient evidence base.

2. Decarbonization of construction by reducing emissions from cement: Cement production in LMICs is a significant driver of emissions, with higher emission intensity than in high-income countries because of low efficiency small scale production. This challenge could be addressed by **scaling up existing technologies that (i) reduce demand for cement through substitution like cross laminate timber, (ii) improve energy efficiency such as achieved by clinker substitution with alternatives such as fly ash, rice husk ash or calcined clay, or (iii) use cleaner fuels or carbon capture**. Given the small scale of these processes and limited past efforts, modest funding levels may be sufficient to drive technology adoption. Advances here would drive emission reductions and development benefits in the form of improved construction efficiency and building standards. This topic has been frequently reviewed, likely providing sufficient evidence base for a strong case.

3. Clean energy access and storage: Transmission and distribution losses can exceed 50% in some LMICs, compared to a global average of 8% while only 30% of the Sub-Saharan African population has regular energy access. Losses could be reduced and access expanded by advances in technologies including **improved transmission interconnectors, grid management systems (smart grids), stabilizers (e.g. voltage regulators or synchronous condensers), micro grids, small-scale solar and other renewables, and batteries**. Given the diversity of options and relatively low costs, the indicative funding levels could drive important advances, reducing emissions and driving substantial development benefits, particularly increased productivity and improved competitiveness. There has been substantial research and experiences with versions of these technologies, providing a strong enough evidence base for case study development.

- I. **Rapid prototyping:** We propose developing the case studies with a “prototyping” methodology, which entails rapidly collecting data through interviews and document review, designing outputs, and gather feedback and iterate as necessary. This accelerates the development of quality outputs on complex designs and enables triangulating multiple strands of evidence, along with resolving contradictory input. We would engage the BEIS team for feedback with PowerPoint design updates at least fortnightly.

2. **Desktop research:** Instiglio will perform desk research to inform the selection and development of the case studies, and the landscape analysis.⁷
3. **Expert interviews:** Instiglio will conduct semi-structured expert interviews with experts in the pull-finance ecosystem and in the specific sectors of each case study, as detailed in Box 2.
4. **Drafting:** Based on the above, Instiglio will develop draft case studies and share with BEIS team for feedback and further refinement. A final version will be created incorporating feedback from BEIS team.

Using this method, the case studies will be developed sequentially, allowing us to align with BEIS on key frameworks, technical methodologies and outputs on the initial case, though we anticipate some parallel workstreams will be required given BEIS' timelines.

Box 2: Interview methodology across the project - Interviews will be conducted for this project in three overlapping phases corresponding to the (i) case selection (ii) case development (iii) funding landscape review. The initial round of interviews will be targeted at a small group of experts familiar with climate pull finance to validate our selection criteria and case proposals. Case development interviews will focus on experts with specific knowledge of the technologies, enabling us to (a) rapidly assess technology solutions, barriers to their adoption, market structure, and sector technical insights, and (b) validate proposed features of the pull finance mechanism. Finally, the landscape review will focus on stakeholders in the pull finance ecosystem to inform gaps and opportunities.

Potential UK based and international interviewees for phases i and iii include: REDACTED Interviewees for phase ii will be identified based on the selected technologies, drawing on the advice and connections of those listed and Instiglio's own network of donors and experts.

(ii) Deliverables

- Outline of the draft of the proposed case study structure and progress report
- Initial draft report – draft of the first case study
- Advance copy of near-final report including all case studies
- Final report

The final report will include an introduction presenting overall frameworks and the approach, along with the three case studies, 8 to 10 pages. These case studies will include the following components:

- **Descriptive profile:** The Ayrton Fund challenge area, specific technological application, ODA country or region where the case study will focus on and expected end users
- **Anticipated benefits:** A description of the existing climate and development challenges / the potential climate and development benefits of new technology adoption
- **Barriers:** Analysis of the barriers to technology adoption, including market dynamics, and other factors
- **The case for pull finance:** Assessment of potential of different pull finance options to address the identified barriers and theory of change detailing how the technology adoption could be achieved
- **Payment triggers:** Proposed payment metrics and other criteria used to trigger payments, along with targets, informed by the theory of change and other criteria (e.g. avoidance of perverse incentives etc.)
- **Verification:** Description of potential mechanisms to verify the achievement of the payment metrics

⁷ Sources will include content developed or shared by the BEIS team, independent Instiglio research, and Instiglio's knowledge base from past projects, including: Stephens et al (2022). *Catalyzing Climate Results with Pull Finance*. Center for Global Development, November 23rd, 2022. Available article at <https://www.cgdev.org/publication/catalyzing-climate-results-pull-finance>, Dissanayake and Camps (2022). *Building a Portfolio of Pull Financing Mechanisms for Climate and Development*. November the 3rd, 2022. Available article at <https://www.cgdev.org/publication/building-portfolio-pull-financing-mechanisms-climate-and-development>, Dissanayake (2021). *Navigating the Straits: Pull Financing for Climate and Development Outcomes*. November the 10th, 2021. Available article at <https://www.cgdev.org/publication/building-portfolio-pull-financing-mechanisms-climate-and-development>

- **Sizing:** An estimate of the financial size and price per result of the mechanism, balancing the need for:
 - *Sufficiency:* The need to generate a strong enough incentive to catalyze a change in the market equilibrium, accounting for factors like market structure, the costs of technology development etc.
 - *Value-for-money:* This will reflect estimates of the value of potential climate and development impact.

1.3. **TASK 2 – LANDSCAPE ANALYSIS**

Instiglio will develop a report on the climate pull financing landscape through the following activities:

Activity 2.1 – Landscape research and framework development: Instiglio’s research will be based on desktop analysis and expert interviews as per Box 2. This research will focus on the key stakeholders in the pull finance ecosystem working in the Ayrton Fund themes and pull finance market trends to inform gaps and opportunities. We will develop bespoke frameworks allowing us to categorize and structure findings.

Activity 2.2 – Landscape review, analysis and drafting: Based on the above review, Instiglio will prepare report detailing our findings, including an annotated bibliography to support further research.

(iii) **Deliverables**

- Draft report outline, including analytical frameworks
- Advance copy of near-final report
- Final report

The report will include the following components:

- A landscape mapping of the main stakeholders in the field, their areas of focus (sector, pull-finance mechanisms, geographies, populations), funding, and main examples of past experiences using pull finance; this mapping will have a special focus on funders to inform the gap analysis of the current offering.
- Trends in technology/innovation themes, geographies, and types of pull mechanisms.
- An analysis of the evidence of demand in explored sectors as well as of gaps in the current offer.

1.4. **TASK 3 - DISSEMINATION**

Instiglio will deploy dissemination activities to share key highlights of the performed case studies and general research status of the climate pull financing landscape current state.

Activity 3.1 - Preparing relevant materials: Instiglio will develop materials to present and disseminate key findings of the research, including:

- Production of presentation materials, PowerPoint presentation
- Production of executive summaries for each of the case studies developed and the high-level report of the climate pull financing landscape current state.
- Production of other dissemination materials such as redacted versions

Activity 3.2 - Dissemination actions: Instiglio will disseminate the highlights of the research, including:

- Holding two 1-hour in-person or virtual meetings to present the content.

(iv) **Deliverables**

- Presentation materials, PowerPoint presentation
- Up to two 1-hour in-person or virtual presentations to BEIS team and other stakeholders.
- Dissemination materials summarizing the key findings of the research.

Box 3: Gender, Equality, Social Inclusion (GEIS), and Just Transition considerations

(b) **Gender, Equality, and Social Inclusion considerations:** Instiglio will develop cases with a GEIS lens. We will achieve at least a “minimum standard” level of ambition as defined by the Gender Equality in Research and ODA guidelines. This translates into ensuring “do no harm”- compliant prototypes and including risk mitigation strategies that reduce or avoid potential discrimination and inequalities based on gender. To do so, Instiglio will:

- Analyze if the development and climate challenges and potential impact have gender-specific dimensions as well as if the development or implementation of the technological solution require a gender lens.

- Evaluate if pull finance could generate perverse incentives or exacerbate gender-related challenges.
- Include in the mechanism design features that mitigate risk of generating negative gender-related impact or help overcome gender-specific challenges.
 - (c) **Just Transition considerations:** Climate action requires a Just Transition approach to be successful. This helps smooth potential disruptions caused by climate policies, supports sustainable and local solutions, and promotes contextualized actions. To promote this, Instiglio will do the following, as framed in the Intergovernmental Panel on Climate Change II-element framework:
- Consider both the climate and the development dimensions of the challenge and the solution. This will include assessing potential trade-offs or synergies (e.g., adopting greener energy sources sacrificing industrial growth, or using climate-friendly agricultural processes that improve soil fertility).
- Assess if the technologies or incentives further exacerbate unequal power dynamics.
- Include in the proposed prototype high-level mitigation strategies that promote a Just Transition strategy and make trade-offs explicit if risks are identified.

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2. TEAM STRUCTURE, EXPERIENCE, AND TECHNICAL EXPERTISE

In this section we first present the proposed team responsible for project management and delivery, and then describe our experience illustrating our coverage of the required and desirable expertise.

2.1. TEAM STRUCTURE

To deliver on BEIS' objectives, we have selected an experienced team that covers all BEIS required and desirable topics of expertise and offers value-for-money, as summarized in Figure 2 and detailed below.

Figure 2: Organogram and project responsibilities.

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2.2. EXPERIENCE AND TECHNICAL EXPERTISE

As an advisory dedicated to advancing public finance innovation to drive impact, Instiglio is uniquely placed to deliver on BEIS' needs. For over a decade, Instiglio has supported partners, including HMG Departments, by designing and launching results-based financing (RBF) and other mechanisms to drive innovation in low- and middle-income countries (LMICs). Instiglio has successfully launched over 60 innovative financing projects, tying more than £500 million to results. Through these experiences, Instiglio has developed unparalleled technical and sectoral expertise in the analysis, design and launch of innovative financing. In all these engagements, we have consistently provided value-for-money to our partners. These experiences and technical expertise are summarized in Table I and detailed below.

Table I. Sample of Instiglio's projects and reflection on required experience.

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1. Experience with pull financing, clean energy, climate innovation technologies, research and analysis

Instiglio has experience in the design innovative financing to drive clean energy and climate technology innovation, including experience in research and the production of case studies. **First, Instiglio recently designed and published a CGD Policy Paper on two pull finance prototypes to drive clean technology development and market adoption to achieve climate and development outcomes in LMICs.** These cases respond to the growing use of energy intensive residential air conditioning and the common use of stubble burning agricultural practices in India. In both cases, Instiglio outlined the potential of Advance Market Commitments (AMCs) to drive a sustained shift in the Indian market by enabling the scale-up of cleaner technologies, driving down their costs to ensure their future competitiveness. These cases were developed based on substantial engagement with leading experts in relevant clean technologies, along with stakeholders at the Foreign Commonwealth and Development Office (FCDO). These cases have been widely circulated among key policy makers, practitioners at FCDO, and foundations active in technology innovation, providing a foundation for future decision making.

Second, Instiglio has undertaken a research project reviewing the landscape of innovative pull finance and its application to climate as part of advice to REDACTED. This research was targeted at decision makers in the UK and US, providing an input to advance the case for wider use of pull financing for climate applications. The analysis entailed the development of a pull finance typology and revealed 53 examples of pull finance from more than 25 countries. This was subsequently drawn on by stakeholders including FCDO and CGD in their analysis and concept development.

Third, Instiglio is currently advising the World Bank, providing research, analysis and technical advice to enable a new form of Results-Based Climate Financing (RBCF) for LMICs. Instiglio is preparing a flagship World Bank paper presenting a framework and rationale for the use of RBCF to drive policy reform focused on driving clean technology market adoption. The paper focuses on three specific case studies relating to (i) fossil fuel subsidy reform, (ii) mandatory energy efficiency standards for appliances and (iii) fee-bates for low emission vehicles. This work has been developed with the Bank's Transformative Carbon Asset Facility (TCAF) to inform Bank staff and clients on how RBCF can be used to drive climate policy change. It is also aims to support the

Bank's a new multi-donor fund, [SCALE](#), announced by the World Bank President at COP 28⁸ to catalyze transformative climate action by deploying RBCF, helping to bridge the financial gap.

2. Ability to engage effectively with key stakeholders

Instiglio's work entails extensive stakeholder management and engagement with diverse actors, including international donors, investors, government agencies, think tanks, and various practitioners. **For instance, Instiglio envisaged, designed and launched the Village Enterprise Development Impact Bond (DIB) to increase the incomes of rural, ultra-poor households in Kenya and Uganda.** Assembling impact bonds requires complex management of multiple stakeholders. This includes gathering relevant data, obtaining subject matter input and collaborating on design decisions and undertaking special measures to ensure all stakeholders are engaged in the process. In this case, Instiglio engaged extensively with outcomes payers, including FCDO (the DFID), the U.S. Agency for International Development (USAID) and REDACTED. As detailed below (criteria 5), Instiglio's effective stakeholder management experience extends to intensive engagement with international donors, especially those active in climate finance.

3. Expertise in clean technology and innovation in ODA eligible countries: technical understanding of climate finance for innovative clean energy technologies in developing and emerging markets

Along with the substantial examples described above in relation to climate finance design and research with CGD, an anonymous donor, and the World Bank, Instiglio has numerous experiences with climate finance related to clean technology and innovation in ODA eligible countries.

First, Instiglio is advising the Millennium Challenge Corporation (MCC) on advancing its use of innovative financing for climate as part of a 4-year strategic partnership to enable MCC's use of RBF. This includes extensive technical support and analysis for MCC's energy and climate practice, with workshops and trainings in DC. Likewise, Instiglio has advised on the design of specific MCC climate mitigation and adaptation projects, including advising on incentivizing climate results and engaging the private sector for a proposed coastal management project in Mozambique and energy projects in Senegal and Sierra Leone.

Second, Instiglio has designed several climate RBF instruments at the programmatic level, including the Climate-Smart Agriculture DIB in Peru with the Rainforest Foundation. In this model, investors (in this case, the UN Common Fund for Commodities) pay for increases in cocoa and coffee production, and prevention of deforestation. Instiglio led the technical design work, including the selection of metrics, prices, targets, and payment and verification mechanisms as well as the preparation of a financial model and cost-effectiveness analysis. Instiglio has done similar work in Peru and Colombia with partners including the Swiss State Secretariat for Economic Affairs (SECO).

Third, Instiglio is also advising Green Climate Fund (GCF)-accredited organizations in Kenya and Morocco to expand their access to international climate finance for innovative climate projects. Instiglio has developed partnerships with accredited government agencies in order to support them at designing mitigation programs that incorporate RBF models in order to propose them to GCF or other donors such as the World Bank's Adaptation Fund, with the goal of attracting at least £50 million in each country. Instiglio is responsible for technical design, results frameworks and funder engagement.

4. Expertise on intervention design: pull mechanisms, markets, incentives, analysis, insights and understanding of the potential role and effectiveness of pull financing for innovation

Instiglio is a recognized leader in pull mechanisms including RBF and AMCs, with deep expertise in the analysis and application of economic incentives and effective contracts to produce results. This

⁸ World Bank (2022). *The World Bank Group Presents New Fund for Lowering Emissions*. November 8th, 2022. Available article at <https://www.worldbank.org/en/news/press-release/2022/11/08/world-bank-group-presents-new-fund-for-lowering-emissions>

expertise is built on over a decade of relevant experience, including facilitating the launch of over 60 innovative financing projects tying over £500 million to results, including for projects described in this proposal.

5. Strong understanding of the ODA finance landscape relevant to climate / clean energy and horizon-scanning and general research skills and engagement capabilities with organizations working in the field

By successfully funding and launching the projects described above and many others, Instiglio has built a deep understanding of the ODA finance landscape and its application to sectors including climate. Through our diverse engagements, Instiglio has built enduring partnerships and intimate familiarity with diverse international donors, including bilaterals (FCDO, USAID, MCC, Global Affairs Canada, SECO, etc.), multilaterals (the World Bank, the Global Fund, the International Fund for Agricultural Development (IFAD), the Inter-American Development Bank etc.) and foundations (UBS Optimus Foundation, Children's Investment Fund Foundation, IKEA Foundation, Conrad N. Hilton Foundation, etc.). We regularly engage with these funders, securing their financial commitments to support design work or act as outcomes payers or investors. Many of our projects entail horizon-scanning to identify funding gaps and design financial instruments that meet these gaps.

This expertise extends to engagement in climate and clean energy. For instance, in our review of pull financing for REDACTED, Instiglio scanned all past climate pull financing experiences and engaged with experts in the field to understand the opportunities and challenges for this funding modality. Likewise, through our subsequent work with CGD and the World Bank described above, we have engaged closely with important climate finance such as the Green Climate Fund (GCF), FCDO, World Bank climate trust funds including SCALE, TCAF, and the Adaptation Fund. Finally, our current work collaborating with GCF-accredited organizations and supporting their access to international climate finance reflects our familiarity with GCF and other international donors such as those listed above. These experiences equip us with a strong understanding of the climate finance landscape and its gaps pertinent to the current proposal.

6. Experience producing similar reports, research, or case studies

To advance our mission of enhancing the effectiveness of public finance, along with our focus on project design and launch, Instiglio has a strong focus and track record of developing reports and analysis providing insights and thought leadership to inform and influence the field. This has entailed developing a range of products including policy papers, technical reports, research documentation with stakeholders ranging from think tanks and research organizations, such as CGD, Oxford's Government Outcomes Lab and the IDRC, to multilaterals such as World Bank trust funds including the Global Partnership for Results-Based Approaches (GPRBA) and TCAF. Examples of this work include:

- **In partnership with GPRBA, Instiglio published a guide for effective Results-Based Financing strategies to improve knowledge and understanding of RBF value-add to achieve to results in diverse sectors.** The document included a diagnostic tool outlining a contextual analysis component and the conditions for RBF deployment strategies.
- **Instiglio conducted the independent evaluation of GPRBA's operations (FY 2015 - 2020)** to assess the impact of its work, examining in-depth the relevance, effectiveness, sustainability and efficiency of the program. To do this, Instiglio developed a comprehensive qualitative and quantitative analysis to develop five case studies for projects in the energy and WASH sectors implemented in South Asia and Eastern Africa. The evaluation also entailed analysis of a portfolio-level data and a value-for-money inspection to provide a sound assessment of the cost-effectiveness of its impact.

7. Involvement in delivery, advice, or evaluation of similar projects, or those relating to support for climate / clean technology innovative solutions in developing country contexts

We have described above the projects Instiglio has implemented that are most similar to the work BEIS is commissioning. These include (i) our climate pull finance publication with CGD, (ii) our review of climate pull finance mechanisms for REDACTED, and (iii) the donor flagship RBCF report for the World Bank (iii). Likewise, we have mentioned support for climate finance and clean technologies in developing countries, including (iv) our advisory services to MCC on climate finance, (v) our

development of climate finance programs like the Climate-Smart Agriculture DIB in Peru, and (vi) support for GCF-accredited organizations to access climate finance. All of this work is in a developing country context.

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3. PROGRAMME AND FINANCIAL MANAGEMENT SKILLS

Based on over 10 years of successful project delivery, including with HMG Government departments like FCDO, Instiglio is well positioned to ensure project delivery of the highest standards of quality and ethics, supported through appropriate risk mitigation measures. Instiglio is deeply committed to consistently delivering high standards of quality and insight given its centrality to advancing Instiglio's mission of driving public finance innovation and our aspiration to be a trusted advisor to governments and decision makers across the globe. Key project risks for this project which need to be managed include facing unanticipated data gaps, challenges in accessing and engaging with critical experts, the potential for any misalignment or miscommunication between BEIS and Instiglio, fiduciary risk, and reputational risk to BEIS.

To ensure these risks are managed and quality is assured, we have developed a quality and risk assurance process tailored to BEIS' needs in this project. Its key features include:

1. Our quality assurance process is anchored on the leadership and oversight of our experienced team members. As the project lead, REDACTED will draw on REDACTED substantial research and academic experience across diverse topics to carefully review and guide each step of the research, interviews, prototyping, drafting and deliverable submission, ensuring the highest quality and appropriate identification and management of emergent risks.
2. Strong project management is central to ensuring quality deliverables are provided on time. Our project manager, REDACTED, is experienced in managing and delivering similar research and design reports under demanding delivering schedules. Project delivery will be further supported by Instiglio's strong project management practices, including developing and continually refining detailed project plans, continuous client communications and alignment (next point), especially on any emergent risks to project delivery.
3. Continuous alignment with BEIS is critical to ensure the quality and focus of the deliverables meets BEIS' needs and expectations for quality and timeliness. This is why we have proposed:
 - (i) Meeting at least fortnightly to review content and progress, for which Instiglio will provide in advance a proposed agenda and present updates and insights with PowerPoint Presentations
 - (ii) Updating and sharing the project plan regularly with BEIS to align and respond to any unanticipated delays, data gaps or other challenges
 - (iii) Using Instiglio's tried and tested prototyping methodology to allow for rapid project development and real-time feedback from BEIS and other experts
 - (iv) Along with committing to all the deliverables and progress reports proposed by BEIS, we have proposed above and in the work plan, two additional deliverables to ensure alignment (those being, (a) an initial draft of the first case study and (b) an initial draft outline of the landscape analysis).
 - (v) Agreeing on further details of project collaboration at the outset of our project in the kick-off meeting.
4. Instiglio's engagement with expert stakeholders will play a critical role in ensuring we rapidly identify key insights and direction for case study selection and development and in the landscape analysis. For this reason, will work to quickly align with BEIS on a refined interviewee list. We will then share a proposed interview schedule and plan, a document which we will regularly update and share with BEIS to ensure transparency and accountability for BEIS regarding our stakeholder management process. Where interviewees are not available, we will identify alternative interviewees or alternative methods for data collection such as further research.
5. Instiglio will work to triangulate and synthesize multiple strands of evidence with stakeholders and assess data sources to understand why information provided conflicts, with the aim of reaching a common perspective. If differences remain, the outputs will present the resulting insights, noting differing perspectives and the level of confidence.
6. Reputation risk to BEIS will be managed by aligning with BEIS on how to engage with external stakeholders, including how to present the project and on what content can be disseminated publicly.

7. Instiglio will continuously assess any potential conflict of interest and other fiduciary risks through its internal processes (e.g., contract fraud, misuse of assets, unsupported expenditures) and report it to the BEIS team.
8. At Instiglio, all our reports and publication undergo extensive internal peer review and quality control as part of our practice of continuous improvement and ensuring our contributions to innovative finance meet the highest standards of quality, necessary to push the frontiers of public spending effectiveness. For this project, we also propose seek two external expert peer reviewers, following the practice we adopted for our recent CGD paper and other previous papers. We propose that one of these peer reviewers be selected by BEIS and the other by Instiglio, likely from the list of proposed interviewees.
9. Following all our engagements, as part of our continuous improvement process, we undertake client feedback process, in which clients are interviewed by an independent staff member, ensuring candid feedback on the team's performance, including probing for potential areas of improvement. This practice will benefit BEIS through learnings provided in the past and the accountability it provides for the delivery team.
10. Finally, Instiglio will consider and adhere to the relevant ethical and quality standards detailed in the Government Social Research Code, The Green Book, and The Magenta Book. Pertinent to this project, this will include ensuring:
 - (i) The proper dissemination and use of the findings based on alignment with the BEIS team and relevant stakeholders.
 - (ii) Valid and informed consent exists when engaging stakeholders and using outputs of the engagement.
 - (iii) That data sources are accurately and transparently reported, and that any limitations or biases in the data are clearly acknowledged.
 - (iv) That any secondary data sources used in the research are legally obtained and used in accordance with relevant data protection and privacy laws.
 - (v) That any information obtained from publicly available sources is used in accordance with relevant legal and ethical standards, including ensuring that any personal information or sensitive data is anonymized or otherwise protected.
 - (vi) That research findings are reported in a way that is transparent, accurate, and fair, and that any limitations or uncertainties in the findings are clearly acknowledged.
 - (vii) That any conclusions or recommendations drawn from the research are based on robust evidence and are not biased by personal or political beliefs.
 - (viii) That any potential conflicts of interest are identified and addressed, including ensuring that any funding sources or affiliations that may influence the research are clearly disclosed.
 - (ix) That any communication of research findings is done in a way that is respectful and sensitive to the views and experiences of any groups or individuals who may be affected by the research.

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VII. Short form Terms (“Conditions”)

1. Definitions used in the Contract

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 35, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as

	contracting with the Crown as a whole;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	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 marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 13 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;
"Deliver"	hand over of the Deliverables to the Buyer 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 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	means the Goods and/or Services to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU"	the European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all 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"	the date for expiry of the Contract as set out in the Order Form;

"FOIA"	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"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (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, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Goods"	the goods to be supplied by the Supplier to the Buyer 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;
"Government 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 Buyer's confidential information, and which: (i) are supplied to the Supplier by or

	on behalf of the Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Buyer is the Controller;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information"	has the meaning given under section 84 of the FOIA;
"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"	in respect of a person: <ul style="list-style-type: none"> (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, 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); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) 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;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Error! Reference source not found. of Annex 1 – <i>Processing Personal Data</i> ;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	all and 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;
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles ;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Protective Measures"	technical and organisational measures which must take account of: (a) the nature of the data to be protected;

	<ul style="list-style-type: none"> (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its material default which shall include:</p> <ul style="list-style-type: none"> (a) full details of the material default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the material default; and (c) the steps which the Supplier proposes to take to rectify the material default (if applicable) and to prevent such material default from recurring, including timescales for such steps and for the rectification of the material default (where applicable);
"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"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:

	<ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Transparency Information"	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for:</p> <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	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 Conditions;
- 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 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.8 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer 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 Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) 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, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract; (ii) using reasonable skill and care; (iii) using Good Industry Practice; (iv) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (v) on the dates agreed; and (vi) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer 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 Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- (e) The Supplier warrants that it has 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 location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer 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 Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

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

4.3 Services clauses

- (a) Late Delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (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 Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or 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 Buyer; and
 - (b) includes a detailed breakdown of Deliverables which have been delivered.

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer 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 37.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - (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 Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause; and
 - (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.

- 7.7 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).
- 7.8 If there is a material default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the material default. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 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 in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer 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 29.1 to 29.3 .
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of

a type otherwise advised by the Buyer (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.

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) all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- (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 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

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

- (a) wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

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

10. Intellectual Property Rights (IPRs)

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

- (a) receive and use the Deliverables; and
- (b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term or using or exploiting the New IPR developed under the Contract.

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.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:
- (a) notify the Buyer in writing; and
 - (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11. Ending the contract

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer 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 it's terminated clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the

intention or ability to give effect to the terms and conditions of the Contract;

- (iii) 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;
 - (iv) there's 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 Buyer in writing;
 - (v) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - (vii) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- (b) The Buyer also has the right to terminate the Contract in accordance with clauses 7.7(b), 21.3, 29.4(b), 34.3 and Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** of Annex 1 – *Processing Personal Data* (if used).
- (c) If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.5 What happens if the Contract ends (Buyer termination)

- (a) Where the Buyer terminates the Contract under clause 11.4(a), 7.7(b), 29.4(b), or Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** of Annex 1 – *Processing Personal Data* (if used), all of the following apply:
- (i) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - (ii) the Buyer's payment obligations under the terminated Contract stop immediately;
 - (iii) accumulated rights of the Parties are not affected;
 - (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - (v) the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - (vi) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
 - (vii) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry; and
 - (viii) the following clauses survive the termination of the Contract: 4.2(j), 7, 8.5, 10, 12, 14, 15, 16, 19, 20, 37 and 38 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6(a) or 24.4:
 - (i) the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - (iii) clauses 11.5(a)(ii) to 11.5(a)(viii) apply.
- (c) The Supplier also has the right to terminate the Contract in accordance with Clauses 21.3 and 24.4.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer 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 26) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation; or
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer 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

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect losses; and/or
 - (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; or

- (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 8.5, 9.3(b), 10.5, or 33.2(b).
- 12.5 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.
- 12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.7 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 and procure that its Subcontractors comply with the Supplier Code of Conduct:
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form;
 - (b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - (c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - (d) comply with the model contract terms contained in Example 1 of Annex C of the guidance to PPN 05/19 (Tackling Modern Slavery in Government Supply Chains) shall apply to the Contract, as such clauses may be amended or updated from time to time; and
 - (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 28 to 35.
- 14. Data Protection**
- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.3 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - (e) indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under the Contract and shall specify in **Error! Reference source not found.** of Annex 1 – *Processing Personal Data* which scenario they think shall apply in each situation.
- 14.9 **Where one Party is Controller and the other Party its Processor**
- (a) Where a Party is a Processor, it must only process Personal Data if authorised to do so in **Error! Reference source not found.** of Annex 1 – *Processing Personal Data* by the Controller. Any further written instructions relating to the processing of Personal Data are incorporated into **Error! Reference source not found.** of Annex 1 – *Processing Personal Data*.
 - (b) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the processing operations;
 - (iii) the risks to the rights and freedoms of Data Subjects; and

- (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- (c) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- (d) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- (e) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- (f) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (g) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- (h) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the EU GDPR; or

- (i) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
- (j) The Processor must notify the Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (v) 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; and
 - (vi) becomes aware of a Data Loss Event.
- (k) Any requirement to notify under clause (j) includes the provision of further information to the Controller in stages as details become available.
 - (i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (j). This includes giving the Controller:
 - (ii) full details and copies of the complaint, communication or request;
 - (iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iv) any Personal Data it holds in relation to a Data Subject on request;
 - (v) assistance that it requests following any Data Loss Event; and
 - (vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- (l) The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the

Processor employs fewer than 250 staff, unless either the Controller determines that the processing:

- (i) is not occasional;
 - (ii) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) is likely to result in a risk to the rights and freedoms of Data Subjects.
- (m) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (n) Before allowing any Subprocessor to process any Personal Data, the Processor must:
- (i) notify the Controller in writing of the intended Subprocessor and processing;
 - (ii) obtain the written consent of the Controller;
 - (iii) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - (iv) provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- (o) The Processor remains fully liable for all acts or omissions of any Subprocessor.
- (p) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 14 to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- (q) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in **Error! Reference source not found.** of Annex 1 – *Processing Personal Data*.

14.11 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in **Error! Reference source not found.** of Annex 1 – *Processing Personal Data* shall apply to this Contract.

15. What you must keep confidential

15.1 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; and
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - (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) on a confidential basis, 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; and
 - (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.
- 15.3 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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; and
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 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 Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16. When you can share information

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

- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any FOIA request;
 - (b) comply with any Environmental Information Regulations (“**EIR**”) request;
 - (c) if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer’s decision in its absolute discretion.
- 17. Insurance**
- The Supplier shall ensure it has adequate insurance cover for this Contract.
- 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 the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it’s valid or enforceable.
- 19. No other terms apply**
- The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.
- 20. Other people's rights in the contract**
- No third parties may use the Contracts (Rights of Third Parties) Act (“**CRTPA**”) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 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; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 21.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 21.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 21.4 Where a Party terminates under clause 21.3:
- (a) each Party must cover its own losses; and
 - (b) clause 11.5(a)(ii) to 11.5(a)(viii) 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, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

24.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

24.3 When the Buyer uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

24.4 The Supplier can terminate the Contract novated under clause 24.2 to a private sector body that is experiencing an Insolvency Event.

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

25. Supply Chain

25.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

- (a) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- (b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- (c) the proposed Subcontractor employs unfit persons.

25.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:

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

25.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

25.4 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

- (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.5 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Start Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - (a) there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 25.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

26. Changing the contract

Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

27. How to communicate about the contract

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

28. Dealing with claims

- 28.1 If the Buyer becomes aware of any Claim, the Buyer must:

- (a) notify the Supplier as soon as reasonably practical becoming aware of a Claim;
- (b) at the Supplier's cost, allow the Supplier to conduct all negotiations and proceedings to do with a Claim;
- (c) at the Supplier's cost, give the Supplier reasonable assistance with the Claim if requested; and
- (d) not make admissions about the Claim without the prior written consent of the Supplier which cannot be unreasonably withheld or delayed.

28.2 The Supplier must:

- (a) consider and defend the Claim diligently and in a way that does not damage the Buyer's reputation; and
- (b) not settle or compromise any Claim without the Buyer's prior written consent which it must not unreasonably withhold or delay.

29. Preventing fraud, bribery and corruption

29.1 The Supplier shall not:

- (a) commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer 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.

29.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 29.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

29.3 If the Supplier notifies the Buyer as required by clause 29.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

29.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 29.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

- (a) require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
- (b) immediately terminate the Contract.

30. Equality, diversity and human rights

30.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:

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

- 30.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

31. Health and safety

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

32. Environment and sustainability

- 32.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- (a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - (b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.
- 32.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.

33. Tax

- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 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 the Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 33.3 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 requirements that:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 33.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 33.2 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

34. Conflict of interest

- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 34.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 11.5(a)(ii) to 11.5(a)(viii) shall apply.

35. Reporting a breach of the contract

- 35.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 28 to 34.
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1 to the Buyer or a Prescribed Person.

36. Further Assurances

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

37. Resolving disputes

- 37.1 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 by commercial negotiation.
- 37.2 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 37.3 to 37.5.
- 37.3 Unless the Buyer refers the dispute to arbitration using clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 37.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration

Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

37.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 37.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 37.4.

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

38. Which law applies

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

REDACTED