

Schedule 33

Social Value & Sustainability Delivery Plan

1. Definitions

In this Schedule, the definitions in Schedule 1 (Definitions) shall apply.

2. Synergy and Social Value

- 2.1. Synergy is taking an integrative approach to social value. Through this approach, the Authority will embed the Synergy social value goals set out in this Schedule 33 alongside other business goals for the provision of the Services. Synergy's focus on social value will be a key part of the collective endeavour together, not an add on. The Supplier commits to working with Synergy in a mutually cooperative manner to deliver these social value goals incrementally over the Term.
- 2.2. In future, Synergy's Intelligent Client Function will champion these goals and seek to embed them through day-to-day operations including performance management, financial management and contract management.
- 2.3. In working together as set out in this Schedule 33, the Parties can address policy areas relevant to Synergy and make a powerful difference to the communities they serve, an important contribution to the UK economy and to the life chances of those identified in Paragraph 3.1.1, today and tomorrow.

3. Selected Social Value Themes

- 3.1. The Supplier shall support the following social value themes, policy outcomes and benefits:

3.1.1. Social Value Theme 1 – Tackling Economic Inequality

Theme	Policy outcomes	Benefits
Tackling economic inequality	Create new businesses, new jobs, and new skills	MAC 2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
Priority areas	<p>Creation of employment opportunities particularly for those who face barriers to employment, such as prison leavers, and/or who are in deprived areas, and for people in industries with known skills shortages or in high growth sectors.</p> <p>Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to this Contract.</p> <p>Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on this Contract, and promote them to be fully accessible.</p>	
Priority groups	<p>Our priority groups for action are:</p> <p>People with a disability Prison leavers Care leavers</p>	

Theme	Policy outcomes	Benefits
	Veterans Carers	

3.1.2. **Social Value Theme 2 – Fighting Climate Change**

Theme	Policy outcomes	Benefits
Fighting climate change	Effective stewardship of the environment	MAC 4.1 Deliver additional environmental benefits in the performance of this Contract including working towards net zero greenhouse gas emissions. MAC 4.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.
Priority areas	Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. Delivery of additional environmental benefits through the performance of this Contract, including working towards net zero greenhouse gas emissions.	

4. The Social Value & Sustainability Delivery Plan

- 4.1. Within sixty (60) days of the Effective Date (or such other time as may be agreed by the Parties), the Supplier must provide a fully complete, up-to-date, timed project plan and process for delivering social value benefits (the Social Value & Sustainability Delivery Plan).
- 4.2. The Authority requires suppliers to establish and maintain robust performance management arrangements. Suppliers are required to submit a Social Value & Sustainability Delivery Plan to be evaluated and restated each year of this Contract and which must contain information at the level of detail necessary to manage and deliver:
 - 4.2.1. the sustainability requirements set out in Table C of Appendix A, in relation to its provision of the Services under this Contract and reporting to the Authority on the date and frequency outlined in such Appendix;
 - 4.2.2. the Supplier's overall approach to social value including expertise and partnership working commitments;
 - 4.2.3. social value commitments included in the tender which resulted in award of this Contract;
 - 4.2.4. monitoring, measuring and reporting on social value benefits, commitments and impacts;
 - 4.2.5. timed actions;
 - 4.2.6. reporting including metrics, targets (to be assigned to metrics wherever possible), tools and processes to gather and report data;

- 4.2.7. feedback and improvement;
 - 4.2.8. transparency;
 - 4.2.9. identifying and sharing best practice in the delivery of social value to be shared cross government; and
 - 4.2.10. influencing of stakeholders and communities through the Term to support the policy outcomes (e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering).
- 4.3. The Social Value & Sustainability Delivery Plan will identify the Supplier Personnel responsible for its delivery.
- 4.4. Following receipt of the Social Value & Sustainability Delivery Plan from the Supplier, the Parties shall use reasonable endeavours to agree any amendments required for Authority to accept the Social Value & Sustainability Delivery Plan. If the Parties are unable to agree the Social Value & Sustainability Delivery Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.5. The Supplier shall keep the Social Value & Sustainability Delivery Plan under review at least annually and as otherwise directed by the Programme Board and will propose changes where necessary to improve outcomes.

5. Performance reporting and monitoring

- 5.1. The Supplier must monitor its performance against the Social Value & Sustainability Delivery Plan and report to the Authority on such performance as part of the performance management arrangements agreed with the Authority at the time the Social Value & Sustainability Delivery Plan is agreed.
- 5.2. The Supplier's reports on social value and sustainability delivery will be reviewed as a regular contract management activity, including in scope of the Programme Board.
- 5.3. The Supplier's reports on social value and sustainability delivery must include the reporting metrics used by HM Government to monitor progress against the relevant policy outcomes, including but not limited to those listed below. The Authority will validate and agree those reporting metrics to be used at the time the Social Value & Sustainability Delivery Plan is agreed.

Policy outcomes	Reporting metrics
Create new businesses, new jobs and new skills	<ul style="list-style-type: none"> Number of full-time equivalent (FTE) employment opportunities created under this Contract, by UK region. Number of apprenticeship opportunities (level 2, 3, and 4+) created or retained under this Contract, by UK region. Number of training opportunities (level 2, 3, and 4+) created or retained under this Contract, other than apprentices, by UK region. Number of people-hours of learning interventions delivered under this Contract, by UK region.
Effective stewardship of the environment	<ul style="list-style-type: none"> Reduction in emissions of greenhouse gases arising from the performance of this Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). Reduction in water use arising from the performance of this Contract, measured in litres.

Policy outcomes	Reporting metrics
	<ul style="list-style-type: none">• Reduction in waste to landfill arising from the performance of this Contract, measured in metric tonnes.

Appendix A: Sustainability

1 Not used

2 Public sector equality duty

- 2.1 In addition to legal obligations, where the Supplier is providing a Service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
- 2.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 2.1.2 advance:
 - (a) equality of opportunity; and
 - (b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
- 2.2 In delivering the Service, the Supplier will: (i) comply with the Authority's equality, diversity and inclusion requirements, as set out under this Schedule 33; and (ii) make reasonable efforts to comply with any additional equality, diversity and inclusion requirements provided to the Supplier by the Authority from time to time.
- 2.3 The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

3 Environmental requirements

- 3.1 The Supplier must perform its obligations under this Contract meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 3.2 The Supplier shall obtain by the first Operational Service Commencement Date whether directly or via its "Technology Re-cycling Partner" (as notified to the Authority by the Supplier), the relevant Environment Management System (**EMS**) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements thereafter throughout the Term.
- 3.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority:
- 3.3.1 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;
 - 3.3.2 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 3.3.3 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
 - 3.3.4 ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and

- can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;
- 3.3.5 in the event that the Supplier becomes required by law to obtain a permit, licence or exemption to carry or send waste generated under this Contract during the Term which is subsequently revoked, the Supplier shall cease to carry or send such waste or allow such waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency;
 - 3.3.6 minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
 - 3.3.7 reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 3.4 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 3.5 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 3.6 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:
- 3.6.1 it is a Permitted Item; or
 - 3.6.2 the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 3.7 As applicable and as further described in this Schedule 33 (Social Value & Sustainability Delivery Plan):
- 3.7.1 the Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services;
 - 3.7.2 the Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible; and
 - 3.7.3 in delivering the Services, the Supplier must: (i) comply with the Authority's sustainability requirements, as set out under this Schedule 33; and (ii) make reasonable efforts to comply with any additional equality, diversity and inclusion requirements provided to the Supplier by the Authority from time to time.
- 3.8 The Authority acknowledges that the Supplier, in performing its obligations under the Contract, shall to the reasonable satisfaction of the Authority (and, where relevant, with reference to data compiled at a global operational level):
- 3.8.1 demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 3.8.2 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

- 3.8.3 demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
- 3.8.4 enhance the natural environment and connecting communities with the environment; and
- 3.8.5 achieve continuous improvement in environmental (and social) performance.
- 3.9 In the event that the Supplier becomes required by law to obtain a permit, licence or exemption to carry or send waste generated under this Contract during the Term, the Supplier shall inform the Authority without undue delay after becoming aware that it has been revoked.
- 3.10 The Supplier shall meet the industry standards and principles on green coding and software engineering.
- 3.11 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:

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

4 Supplier Code of Conduct

- 4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf
- 4.2 The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5 Reporting requirements

- 5.1 The Supplier shall comply with reasonable requests by the Authority for information (including, where relevant, with reference to data compiled at a global operational level) evidencing compliance with Paragraphs 2.1 to 2.3, 3.1 to 3.7, 3.10 and 4 of this Appendix A within thirty (30) days of such request, provided that such requests are limited to one per Contract Year.

Table A – Prohibited Items

The following Consumer Single Use Plastics are Prohibited Items:	Catering <ul style="list-style-type: none"> (a) Single use sachets e.g. coffee pods, sauce sachets, milk sachets (b) Take away cutlery (c) Take away boxes and plates (d) Cups made wholly or partially of plastic (e) Straws (f) Stirrers (g) Water bottles
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	Facilities (a) Single use containers e.g. hand soap, cleaning products (b) Wipes containing plastic
	Office Supplies (a) Plastic envelopes (b) Plastic wrapping for brochures (c) Paper or card which is bleached with chlorine
	Packaging (a) Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products (b) Single use carrier bags

Table B – Permitted Items

Authority Permitted Items	The Parties (acting reasonably) may agree certain items to be expressly authorised as Permitted Items from time to time
Project Specific Permitted Items	The Parties (acting reasonably) may agree certain items to be expressly authorised as Project Specific Permitted Items from time to time

Table C – Sustainability Reporting

Sustainability Theme	Content of Report	Frequency of Report
Sustainability - General	As proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks on a global basis].	Once every Contract Year on a date to be agreed
Waste Created	By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.	Once every Contract Year on a date to be agreed

Waste Permits	Copies of relevant permits and exemptions for waste, handling, storage and disposal.	Once every Contract Year on a date to be agreed
Greenhouse Gas Emissions	<p>Detail the Scope 1 and Scope 2 GHG emissions associated with the Supplier's provision of the Services.</p> <p>Scope 3 emissions to be reported only if the Parties subsequently agree (acting reasonably) that these are relevant and applicable to the role of the Supplier.</p> <p>Emissions reporting should be in accordance with established best practice and internationally accepted standards.</p> <p>Greenhouse gas reporting from emissions sources (Scope 1 and Scope 2), and such other specific activities which the Parties subsequently agree (acting reasonably) are relevant and applicable to the role of the Supplier. This may include activities such as transportation, energy use and waste disposal.</p>	Once every Contract Year on a date to be agreed
Water Use	Volume in metres cubed.	Once every Contract Year on a date to be agreed