

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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II. Cover Letter



Department for Energy Security & Net Zero

Ricardo AEA Ltd
Gemini Building,
Fermi Avenue,
Harwell,
Didcot,
Oxon
OX11 0QR

Attn: [REDACTED],

Date: 22/12/23

Our ref: prj_2428

Dear [REDACTED],

Following your tender for the supply of **Research to quantify the economic opportunities as a result of global energy transition for future UK Government policy development** to The Department for Energy Security & Net Zero ("DESNZ"), 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 DESNZ and Ricardo AEA Ltd 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 signing the Order Form using DESNZ's e-Signature portal. 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.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]

Commercial, International Net Zero

III. Order Form

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| 1. Contract Reference | Prj_2428 / con_5462 | |
| 2. Buyer | Department for Energy Security & Net Zero, 3-8 Whitehall Place, London, SW1A 2EG. In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole. | |
| 3. Supplier | Ricardo AEA Ltd, Shoreham Technical Centre, Old Shoreham Road, Shoreham-by-Sea, West Sussex, BN43 5FG, registration number 8229264 | |
| 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> | |
| 5. Deliverables | Goods | <ul style="list-style-type: none"> None |
| | Services | <p>Description: as set out</p> <ul style="list-style-type: none"> in Annex 2 – Specification and in the Supplier’s tender as set out in Annex 4– Supplier Tender <p>Any discrepancy between the two Annexes, Annex 2 will prevail unless Annex 4 provides a more beneficial solution to DESNZ.</p> |
| 6. Specification | <p>The specification of the Deliverables is as set out</p> <ul style="list-style-type: none"> in Annex 2 – Specification and in the Supplier’s tender as set out in Annex 4– Supplier Tender. | |
| 7. Start Date | 5 th January 2024 | |
| 8. Expiry Date | 29 th March 2024 | |
| 9. Extension Period | The Buyer may extend the Contract for a period of up to 2 Months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period. | |
| 10. Buyer Cause | Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier. | |
| 11. Optional Intellectual | Not applicable. | |

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| Property Rights (“IPR”) Clauses | |
| 12. Charges | The Charges for the Deliverables shall be as set out in Annex 3 – Charges |
| 13. 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) and any other relevant details, to: the Buyers Authorised representative</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> <p>If you have a query regarding an outstanding payment please contact our Buyers Authorised representative</p> |
| 14. Data Protection Liability Cap | In accordance with clause 12.6 of the Conditions, the Supplier’s total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000. |
| 15. Progress Meetings and Progress Reports | The Supplier shall attend progress meetings with the Buyer every week. |
| 16. Buyer Authorised Representative(s) | <p>For general liaison your contact will continue to be</p> <p>██</p> <p>or, in their absence,</p> <p>██</p> |
| 17. Supplier Authorised Representative(s) | <p>For general liaison your contact will continue to be</p> <p>██</p> <p>or, in their absence,</p> |

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| 18. Address for notices | <div> <div> Department for Energy Security & Net Zero, 3-8 Whitehall Place, London, SW1A 2EG. Attention: [REDACTED] Email: [REDACTED] [REDACTED] </div> <div> Commercial Department Gemini Building Fermi Avenue, Harwell, Oxon, OX11 0QR, UK Attention: [REDACTED] Commercial Manager Email: [REDACTED] [REDACTED] </div> </div> |
| 19. Key Staff | Named staff are identified in Annex 4– Supplier Tender. |
| 20. Procedures and Policies | N/A |
| 21. Special Terms | Special Term 1 - N/A |
| 22. 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 22/12/23 (b) This Order Form (c) Any Special Terms (see row 21 (Special Terms) in this Order Form) (d) Conditions (e) 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 iv. 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 electronically using the Authority's e-Sourcing Portal. Signatures will be attached to this document upon their execution.

IV. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

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| “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 34 (inclusive), 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; |

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| “Beneficiary” | A Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| “Buyer Cause” | has the meaning given to it in the Order Form; |
| “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; |
| “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; |
| “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 <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) 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 the Buyer and 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 Welsh Government), 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; |

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| “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” | <ul style="list-style-type: none"> (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 14 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 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; |
| “Data Subject” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “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 stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly; |
| “Deliverables” | means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form; |
| “DPA 2018” | the Data Protection Act 2018; |
| “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; |

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| “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"> (a) 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; (b) 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 (c) 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> |
| “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; |
| “Goods” | the goods to be supplied by the Supplier to the Buyer under the Contract; |
| “Government Data” | <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; or |

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| | <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p> |
| “Indemnifier” | a Party from whom an indemnity is sought under this Contract; |
| “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 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” | <p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(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);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(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;</p> |
| “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 Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; |
| “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 |

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| | practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; |
| “Material Breach” | a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied) |
| “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 Items” | means a deliverable, document, product or other item within which New IPR subsists; |
| “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; |
| “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/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time; |
| “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 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; |
| “Personal Data” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “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; |

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| “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; |
| “Processor” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Protective Measures” | <p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (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 Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (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; |

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| “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 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; |
| “Supplier” | the person named as Supplier in the Order Form; |
| “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; |
| “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)</p> <p>(https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable</p> <p>(https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p> |

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| | <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p> |
| “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-policy-note-0815-tax-arrangements-of-appointees) as updated from time to time 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

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 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;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

- 2.1.6 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) 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.

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

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the tender in Annex 4– Supplier Tender (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 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

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

- 4.2.3 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.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 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).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 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.
- 4.2.10 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.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 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.
- 4.2.12 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

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).

- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 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.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 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.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 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:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 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:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 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 36.
- 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:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 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 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.

- 7.8 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:
- 7.8.1 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
 - 7.8.2 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) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. 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:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 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 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 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:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

8.6.3 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 they have 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:

- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 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:

- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
- 9.3.2 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 for free.

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, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

- 10.1.1 receive and use the Deliverables; and

10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 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.
- 10.5 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 this clause 10 or otherwise agreed in writing.
- 10.6 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.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 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.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

- 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
- (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 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**
- 11.3.1 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 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 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 and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 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;
 - 11.4.1.4 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;
 - 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement of Annex 1 – Processing Personal Data (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;

11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.1.6 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; and

11.5.1.7 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.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 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)

11.6.1 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.

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

11.6.2.2 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

11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.

11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

11.7.1 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.

11.7.2 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.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 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:

12.2.1 any indirect losses; and/or

12.2.2 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:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 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 8.4, 9.3.2, 10.6, or 32.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 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.
- 12.8 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, in connection with provision of the Deliverables:
 - 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.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. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 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>, as updated from time to time.
- 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 27 to 34.

14 DATA PROTECTION AND SECURITY

- 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 via secure encrypted method upon reasonable request.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise 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:
 - 14.5.1 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
 - 14.5.2 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:
 - 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 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, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 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:
 - 14.8.1 "Controller" in respect of the other Party who is "Processor";
 - 14.8.2 "Processor" in respect of the other Party who is "Controller";
 - 14.8.3 "Joint Controller" with the other Party;
 - 14.8.4 "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 Part A Authorised Processing Template 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

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
- 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. 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.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best 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.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) 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) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (g) 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

- (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller immediately if it:
- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.9.6.5 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
 - 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 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 14.9.6. This includes giving the Controller:
- 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 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:
- 14.9.9.1 is not occasional;

- 14.9.9.2 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
 - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 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 Part B Joint Controller Agreement of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers (*Optional*) of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 15.1.3 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:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 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:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 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:
- 16.2.1 comply with any Request For Information
 - 16.2.2 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

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

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

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

- 19.1 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.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 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:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 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.

20.3 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 and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

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

22 GIVING UP CONTRACT RIGHTS

22.1 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.

23 TRANSFERRING RESPONSIBILITIES

23.1 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.

23.2 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.

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

24 SUPPLY CHAIN

24.1 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:

24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

- 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 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:
 - 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 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;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - 24.5.1 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;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 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.

25 CHANGING THE CONTRACT

- 25.1 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.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

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

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 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.

- 28.2 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 28.1 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.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, 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.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 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.

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 30.2 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.

31 ENVIRONMENT AND SUSTAINABILITY

31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
- 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

32.1 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.

32.2 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:

- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

32.3 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:

- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
- 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 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.
- 33.3 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 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 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.

36 RESOLVING DISPUTES

- 36.1 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.
- 36.2 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 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 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.

36.5 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 36.3, 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 36.4.

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

37 WHICH LAW APPLIES

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

V. Annex 1 – Processing Personal Data**Part A Authorised Processing Template**

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

The contact details of the Authority's Data Protection Officer are: DESNZ Data Protection Officer, Department for Energy Security and Net Zero, 1 Victoria Street, London, SW1H 0ET

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

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

Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,• Other Personal Data may be managed and provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority |
| Duration of the Processing | <p>Processing will take place from Contract Commencement for the duration of the Call Off Contract plus a 6 year retention period. The Contract will end as per the date detailed in the Order Form but may be extended for up to two months.</p> |

| Description | Details |
|---|--|
| 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 Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Order Form itself will include the names and business contact details of staff of both the Buyer and the Supplier 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 Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Order Form itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Contract |
| Categories of Data Subject | Staff of the Buyer and the Supplier, including where those employees are named within the Order Form itself or involved within contract management. |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | The Supplier will provide the Buyer 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 Supplier after the expiry of the Contract. The Supplier will certify to the Buyer that it has completed such deletion. Where Personal Data is contained within the Contract documentation, this will be retained in line with the Buyer's privacy notice found within the Invitation to Tender. |

Part B Joint Controller Agreement

1 JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES

- 1.1 With respect to Personal Data for which the Parties are Joint Controllers, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data in replacement of Clauses 14.9 to 14.9.13 of the Conditions of this Contract. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controllers.
- 1.2 The Parties agree that the Supplier:
- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

- 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for processing in connection with the Deliverables where consent is the relevant legal basis for that processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of paragraph 1.2 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2 UNDERTAKINGS OF BOTH PARTIES

- 2.1 The Supplier and the Buyer each undertake that they shall:
- 2.1.1 report to the other Party at the end of the contract on:
 - 2.1.1.1 the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - 2.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - 2.1.1.3 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - 2.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - 2.1.1.5 any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;
 - 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1.1 to 2.1.1.5 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;

- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 2.1.1.3 to 2.1.1.5 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this of this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 use best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that Processor Personnel:
 - 2.1.7.1 are aware of and comply with their duties under this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; and those in respect of Confidential Information
 - 2.1.7.2 are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - 2.1.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- 2.1.9 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
- 2.1.10 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

- 2.1.10.1 the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- 2.1.10.2 the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include the relevant parties entering into:
 - (a) Where the transfer is subject to the UK GDPR:
 - (i) The UK International Data Transfer Agreement (the “IDTA”), as published by the Information Commissioner’s office under section 119A(1) of the DPA 2018 from time to time; or
 - (ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“EU SCCs”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “Addendum”) as published by the Information Commissioner's Office from time to time and/or;
 - (b) Where the transfer is subject to the EU GDPR, the EU SCCs, as well as any additional measures determined by the non-transferring Party being implemented by the importing Party;
- 2.1.10.3 the Data Subject has enforceable rights and effective legal remedies;
- 2.1.10.4 the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- 2.1.10.5 the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
- 2.1.11 Each Joint Controller shall use its best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3 DATA PROTECTION BREACH

- 3.1 Without prejudice to Paragraph 3.2 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the other Party and its advisors with:
- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;
 - 3.1.2 all reasonable assistance, including:
 - 3.1.2.1 co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - 3.1.2.2 co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;
 - 3.1.2.3 co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
 - 3.1.2.4 providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including the information set out in Paragraph 3.2 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;.
- 3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within 48 hours of the Data Loss Event relating to the Data Loss Event, in particular:
- 3.2.1 the nature of the Data Loss Event;
 - 3.2.2 the nature of Personal Data affected;
 - 3.2.3 the categories and number of Data Subjects concerned;
 - 3.2.4 the name and contact details of the Party's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - 3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and
 - 3.2.6 a description of the likely consequences of the Data Loss Event.

4 AUDIT

- 4.1 The Supplier shall permit:

4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data; and the Data Protection Legislation; and/or

4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data in lieu of conducting such an audit, assessment or inspection.

5 IMPACT ASSESSMENTS

5.1 The Parties shall:

5.1.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures); and

5.1.2 maintain full and complete records of all processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6 ICO GUIDANCE

6.1 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Crown Body.

7 LIABILITIES FOR DATA PROTECTION BREACH

7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

- 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;
- 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or
- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in clause 36 of the Conditions (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):
- 7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;
- 7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and
- 7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

8 TERMINATION

- 8.1 If the Supplier is in Material Breach under any of its obligations under this of this Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;, the Buyer shall be entitled to terminate the Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (Ending the contract).

9 SUB-PROCESSING

- 9.1 In respect of any processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10 DATA RETENTION

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Part C Independent Controllers (*Optional*)

Not Used.

VI. Annex 2 – Specification

1. INTRODUCTION

The green transition will reshape global markets and provide new opportunities and have benefits beyond just reducing emissions. The International Energy Agency (IEA) describe it as the world's new industrial dawn which will reshape markets. It is important that the UK does not miss this opportunity to benefit from the transition. To be able to fully benefit from these opportunities it is important to have good understanding on scale and size of the international markets underpinned by robust data and analysis which also flags where the most strategic opportunities are for the UK. This will support the UK both domestically but also to strengthen our climate policy internationally as we will be able to use this evidence base to inform international climate policy, particularly important given the current economic climate and competing priorities.

There is already a range of evidence which highlights the potential scale of opportunity, for example McKinsey research highlighted that the net-zero transition could be worth £1 trillion to UK businesses by 2030² or IEA analysis showed that global market size for key mass-manufactured clean energy technologies could be worth USD\$650 billion a year by 2030, more than three times today's levels³. However, there are limits to this existing evidence and the applicability to key policy questions. This evidence gap means that we are often relying on outdated statistics to inform climate policy. We have compiled a question set based on the most commonly requested evidence gaps cited across the analytical teams in the department, this research will help build the departments evidence base and have a tangible impact on the decision making of the department.

There has been record breaking cost reductions for key clean technologies due to global action, including renewables and electric vehicles. This helps to lead to lower costs for households and consumer, but we need to understand how this could continue to play out, including on a larger scale with quantifiable impacts. This would support key International Net Zero policy areas including the Breakthrough Agenda. There are gaps in this evidence which mean we are not always able to fully answer questions around the potential benefits to the UK and other countries from the global net zero transition and how these may vary under different transition scenarios. Therefore, we cannot target opportunities.

After extensive outreach to analytical and strategy teams across the department there is a clear need for greater research in this space. Having a published report with analysis on the economic benefits will provide useful evidence to support international climate policy.

2. REQUIREMENTS

The objectives of the project are to:

- To fill highlighted evidence gaps with robust, quantifiable and published analysis which can be used to directly support policy development.
- Provide a quantitative, evidence-based assessment on how benefits change from different rates of the global transition. We are aware of the additional costs associated with a global transition, including the higher costs from a faster clean transition, but traditionally the benefits, particularly in relation to the UK are less well understood. The aim is that this analysis will help provide a more balanced quantitative assessment.

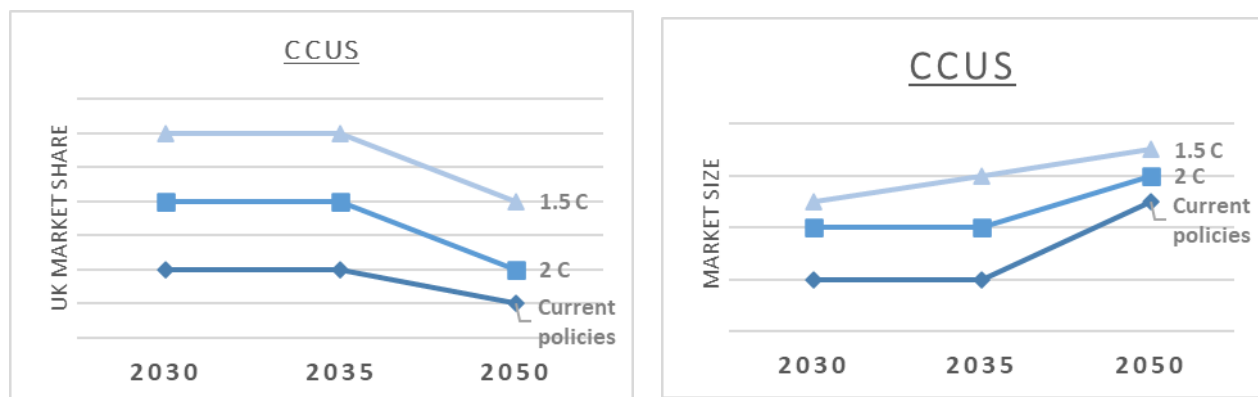
² <https://www.mckinsey.com/capabilities/sustainability/our-insights/opportunities-for-uk-businesses-in-the-net-zero-transition>

³ <https://www.iea.org/news/the-world-is-entering-a-new-age-of-clean-technology-manufacturing-and-countries-industrial-strategies-will-be-key-to-success>

- This analysis should focus on benefits, opportunities out to 2030, but also consider the longer-term benefits out to 2050 for some of the more nascent technologies.

The research should address the following overarching questions:

1. Highlight the potential market size, and market share the UK could gain from different global transition scenarios. The research should create a robust methodology for likely projections of UK market share in a variety of transition scenarios. This would involve clearly defined assumptions and analysis around long-term projections for global market size and corresponding potential UK market share.
 - a. Part of this work will be closely related to the next iteration of the [Energy Innovation Needs Assessments](#) (EINA's). The outputs of this project should complement the EINA GVA and jobs methodology by providing robust estimates of market share projections to reflect the export potential for selected technologies.
 - b. We would be interested in the potential global market size and the corresponding UK market share under 3 transition scenarios – our preference on these scenarios would be a current policies scenario, the IPCC's 2°C scenario and the IPCC's 1.5°C scenario – however, there would be some flexibility on the exact scenarios as long as they represent a similar spread of mitigation outcomes, and we will agree exact scenarios with the successful supplier.
 - c. Below is an illustration of an example output for specific technology comparison. Accompanying the high-level graph there will need to be a table breaking down the UK market share for the years: 2030, 2035 and 2050.



- d. As a minimum, this analysis should cover policy areas covered in the first column of table 1, we have provided an indication of the priority technologies within each policy area/sector but this would be subject to minor changes and final guidance on the exact technologies will be provided and discussed in the kick-off meeting for this project.

Table 1: Required policy areas/sectors

| Policy area | Sub-sector |
|---------------|--|
| Biomass | BioSNG, BioH2, Anaerobic digestion, Fast pyro, LC ferm, Syngas ferm, |
| CCUS and GGRs | BECCS, DACCS, CO2 Capture (pre-combustion, post-combustion), CO2 transport and storage |

| Policy area | Sub-sector |
|--------------------------------|---|
| Hydrogen and Fuel Cell | Reforming BioH ₂ , Steam Methane Reforming, Autothermal Reforming, Electrolysis, Hydrogen Storage and Fuel cells |
| Heating and Cooling | Low-carbon cooling, Heat pumps, HVACs, Heat Network services |
| Nuclear | SMRs and Gen IV |
| Smart and network technologies | V2G, Battery storage, Transformers and. Hydrogen to Power. |
| Wind | Offshore Wind (and Onshore wind) |

- e. We have also provided a list of desirable sectors and policy areas we would like covered by this project, these are highlighted in table 2 below. Above these desirable sectors we would welcome suggestions on any other net zero by 2050 relevant technology that we may have missed.

Table 2: Desired policy areas/sectors

| Policy area |
|---|
| Buildings |
| Industry (Cement, Paper, Chemicals, Iron & Steel) |
| Marine Energy |
| Built environment innovations |
| Electricity transmission |
| Geothermal |
| Biomass feedstock production |
| Transport |
| Waste use |
| Solar |
| Land use decarbonisation technologies/innovations |

- f. Using the transition scenarios and sectors above provide quantitative analysis, based on a robust methodology on how the pace of the global transition will impact estimates for potential market share projections.

2. Consider which sectors the UK could have a comparative advantage in. This should focus on the opportunities out to 2030 and beyond for more nascent technologies (2035 and 2050). This could consider issues surrounding avoided costs as well as benefits.
 - a. This element should be forward looking and focus on long-term projections of where we could have comparative advantages in the future as opposed to which sectors/technologies we currently have a comparative advantage in.
 - b. Highlight the sector-specific barriers to achieving these benefits. The focus should be on international barriers rather than domestic barriers which are covered by EINAs. This would be qualitative research on international barriers or risks that may prevent the UK from being able to gain the market share projections set out in question 1.
 - c. Highlight the cross-cutting enablers to achieving these benefits, for example access to patient growth capital and grid capacity. In line with the barriers, we would be particularly interested where international action can be utilised to achieve these benefits and overcome any barriers. This would be qualitative research and would also be interested in any enablers to achieving the market share set out in question 1.
3. Assess evidence on the benefits of being an early mover in a new and emerging sector, we would be interested in the impact this may have on future market share, jobs and economic growth. Additionally highlighting any dis-benefits from being a first-mover.
 - a. New and emerging technologies we would like to include are Greenhouse Gas Removal technologies/ Carbon Dioxide Removal technologies, hydrogen production, energy storage and nuclear (SMRs, AMRs).
4. The impact of faster transitions (2°C and 1.5°C scenario) on cost curves of specific technologies (this would include a variety of technologies including ZEVs, heat pumps, GGRs, battery storage for power, Hydrogen and Hydrogen power plants) and the impact this will have on the UK.
 - a. We want quantitative analysis to answer this question and would be interested in cost supply curve econometric modelling for the three scenarios listed in question 1 – although welcome suggested approaches.

3. OUTPUTS

The key project output is a quantitative and qualitative primary research report meeting the objectives set out in the 'Requirements' section above. We would expect some qualitative analysis is required but are keen the project predominantly focusses on the quantitative research.

A list of the deliverables that we want the contractor to provide throughout the research include:

- Regular updates on emerging findings and project progress (weekly meetings)
- First-draft Interim report of findings
- Quality assured final report
- Spreadsheets/workbook of any relevant background analysis (on top of the key findings which make the report)
- A presentation on the research findings and the supplier's resultant policy recommendations.

This analysis will:

- Highlight the potential market size, and market share the UK could gain from different global transition scenarios. The research would support in creating a methodology for UK market share for three transition scenarios. This can then fed into existing EINA methodology for calculating GVA and jobs created. By using the pre-existing EINA methodology this research funding will focus on areas of greatest value add.
- Consider which sectors the UK could have comparative advantage in. This should focus on the opportunities out to 2030 and 2050, for more nascent technologies this may start in 2035 and go to

2050). Additionally, it will consider where the UK has a competitive advantage. This could consider issues surrounding avoided costs as well as benefits. Furthermore, it will highlight the international barriers to achieving these benefits.

- Assess evidence on the benefits of being an early mover in a new and emerging sector, for example considering the benefits in GGR/CDR. This will not only be useful in supporting domestic policy, but good quantitative evidence on the benefits of being an early adopter (or where there are costs) will provide the department with greater evidence around where there is potential for other countries to increase their climate mitigation efforts.
- Consider the impact of faster transitions on cost curves of specific technologies (this would include a variety of technologies including ZEVs, heat pumps, GGRs, battery storage for power, Hydrogen and Hydrogen power plants) and the impact this will have on the UK. This would likely be supply cost curve econometric modelling or equivalent on a variety of scenarios (slow vs fast global transition).
- Provide a quantitative, evidence-based assessment on the benefits from a faster global transition. We are aware of the additional costs associated with a global transition, including the higher costs from going faster, but traditionally the benefits, particularly in relation to the UK are less well understood. The aim is that this analysis will help provide a more balanced quantitative assessment.

Sufficient analysis expertise is expected from the Supplier. This can be, subject to their capacity to engage, supplemented by consultation with market participants either via the Supplier or facilitated by the Buyer's officials where appropriate. We expect the majority of project time to be desk-based modelling and research.

We invite bids that propose an approach or methodology that best meets the needs of the requirements, this can then be refined with DESNZ as required. However, as an indication appropriate analysis and modelling tools may include but is not limited to: quantitative assessments and scenario analysis, impact assessment, econometric and/or regression analysis, multivariate, predictive and/or simulation modelling, use of energy system modelling, cost supply curve modelling, with scenario analysis, and identification of barriers.

Data collection methods may include, but is not limited to: literature reviews, case studies, cognitive interviews/testing, depth interviews and focus group discussions.

This is not an exhaustive list, and we welcome other methodological approaches, as long as these are sufficiently justified in your bid response and will give the same quality outputs as these proposed methods.

The Buyer's expectations in terms of quality assurance and delivery of data collection include:

- An opportunity to review and comment on all data collection materials prior to use.
- An opportunity to review and comment on data collection plans.
- Receipt of clear and cleaned-up modelling output (if used), detailing all data sources, assumptions, variables etc. used in the model.
- A clear analysis framework which details how various strands of data collection and analysis have been brought together and evidence synthesised to answer the project's overarching research questions.
- A shared QA log from the supplier, which includes internal checks and amendments.

See section below for a timetable of expected deliverables, including a skeleton report of headings in January 2023, and first-draft interim report in February 2024. The final report should include an executive summary. We intend to publish the research, so the final report must also be suitable to be placed in the public domain. Annexes with additional information and data to be made available to the Buyer were appropriate, with the potential to be used for further internal analysis by the Buyer. We are also planning a launch event in late March for the final report, with ambition to include senior industry stakeholders (invited

by the Buyer). We would expect the Supplier to be involved in presenting the report at this event, which should also be factored into your bid response.

4. TIMELINE AND DELIVERABLES

The table below sets out our key deliverables, which includes a skeleton report in mid-January which will allow the Buyer to see an outline of the proposed report content (this should include chapter headings, but we would not expect detailed content at this stage) for review, followed later in the project (mid-February 2024) a draft interim report for our comment prior to a final report by 07 March 2024. Tenderers should detail how they propose to engage with the Buyer throughout.

Please facilitate at least a week for the Buyer 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 Buyer 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 Buyer will coordinate obtaining comments on drafts from internal stakeholders (project manager, analytical lead and Senior Responsible Officer (SRO)) and will endeavour to return these promptly and succinctly.

| | |
|--------------------|--|
| Late December 2023 | Start of research project Late December: an inception meeting between supplier and Buyer. |
| January 2023 | Project team keeping in touch with service provider |
| Mid January 2024 | First-draft interim report, with at least any qualitative analysis drafted, to be quality assured by the Buyer's analysts and policy teams to ensure it meets our expected standards. |
| Mid February 2024 | Draft report which includes all analytical findings to be shared with DESNZ for comment. |
| March 2024 | 1 March: final draft of report, with opportunity for final review from the Buyer. 7 March: final delivery of report, including potential launch event, details of which will be discussed at the project inception meeting. |

5. GOVERNANCE AND WORKING ARRANGEMENTS

The Supplier 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 Buyer will be assigned to the project and will be the central point of contact for the Supplier. 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 Supplier if greater frequency is required, for example towards the end of the project.

The project manager, the Analytical lead, and the SRO of the Buyer'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 Buyer will own the intellectual property of all deliverables. The Supplier should prepare the deliverables for the outputs in both publishable (redacted) and not-to-be-published (unredacted) formats. The Supplier 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 Buyer 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. All published deliverables should be in English and in a clear and accessible language.

The Buyer 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 Supplier 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 Code, The Green Book and The Magenta Book where appropriate.

8. SOCIAL VALUE

In addition to the aims, objectives and outcomes of the project, all UK Government contracts are required to contribute to wider social value as an additional benefit of the contract. Social value is a broad term used to describe the wider social, environmental and economic effects of an organisation's actions, and how they contribute to the long-term wellbeing of individuals, communities and societies. More detail can be found [here](#).

Social value is not just a policy requirement. Social value directly supports the mission of DESNZ and DESNZ International Net Zero. We require the selected Supplier to deliver social value in the delivery of this contract. Although the whole of the specification of this project could be considered as contributing to social value, this element is specifically focussed on how the evaluation contract is delivered by the Supplier and is not about the technical delivery methodology per se. Commitments on the inclusivity and benefits of the methodology should be included in the wider technical proposal.

Social value is not a specific costed activity but is an added co-benefit of delivery and an approach to delivery that is expected of all DESNZ suppliers.

9. SUB-CONTRACTORS

The Supplier 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

This section has been removed and placed in Annex 3.

11. PAYMENT

This section has been removed and placed in Annex 3.

12. PERFORMANCE

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

Where deliverables are taking significant rounds of comment from the Buyer prior to signing off as complete, the Buyer 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 Buyer during the drafting process to ensure that the final documents will be acceptable is essential.

Clarification Log

The below is the Clarification log published during the procurement competition which clarifies some elements of the Specification.

| Question Number | Clarification / Question / Comment | Authority response |
|-----------------|--|---|
| 1 | Commercially Confidential response relating to changing IPR clauses. | <p>The Authority points tenderers to the IPR clauses detailed in the Draft Contract Annex B.</p> <p>As per the Terms and condition all IPR created under this contract will be owned by the Buyer.</p> <p>To note that this research project is looking at market level, as opposed to an individual's product.</p> |
| 2 | Please can you indicate if there is any flexibility in the contract timetable? Both in terms of delivery of the interim report in mid-January (for which, when taking the Christmas period into account, there is little time to prepare), and delivery of the final report in March, which would be extremely challenging for a project of this size. As stipulated in Annex C: 'The responses all suggested that the proposed list of questions that the Buyer engaged on would not be deliverable within the proposed budget of £130,000 (including VAT) and expected timeframe (by March 2024).' | <p>The contract timetable is as described in the ITT document. The final report is required to be delivered by 07 March 2024.</p> <p>Regarding the interim report in mid-January, we expect to see an outline of the proposed report content. This should include chapter headings to enable the buyer to understand proposed structure and content, but we would not expect detailed content or to see any analysis at this stage.</p> |
| 3 | General clarification from the Authority. | Regarding the wording in Annex C, the inclusion of 'not' is a typographical error. The sentence should read: |

| Question Number | Clarification / Question / Comment | Authority response |
|-----------------|---|--|
| | | <p><i>"The responses all suggested that the proposed list of questions that the Buyer engaged on would be deliverable within the proposed budget of £130,000 (including VAT) and expected timeframe (by March 2024)."</i></p> <p>The feedback on budget and timelines from the Early Market Engagement was that the project would be achievable in the timelines outlined.</p> |
| 4 | General clarification from the Authority. | <p>The final deliverable of this project is a quality assured, quantitative and qualitative primary research report.</p> <p>As noted in Paragraph 7 of Section 2 of the ITT, the Authority expects the final report to be of a high quality. This means that the final report should be:</p> <ul style="list-style-type: none"> • Appropriate for publication by a Government department. • Free from any errors (such as, but not limited to, factual, grammatical, and formatting errors). • Appropriately and robustly quality assured and approved by a senior member of the supplier's team. • Reflective and inclusive of the proposals made by the supplier in their original tender. • In alignment with the 'Aqua Book' guidance on producing quality analysis, or in alignment with the supplier's own quality assurance processes, as long as the Authority deems this to be of sufficient quality. <p>We would expect that the draft version of the final report for the Authority review should meet these characteristics also.</p> |
| 5 | Could the buyer clarify which policy areas/market sectors they are likely to be able to contribute officials to in the market consultation phase of data collection? | <p>Analysts from DESNZ will be on hand throughout the project. Their role will be to advise the supplier on requirements and feedback on approaches to analysis, assure analysis and review the report rather than to get heavily involved in the data collection. Whilst DESNZ analysts will support where capacity will allow, suppliers should not rely on significant input from the buyer.</p> |
| 6 | The current delivery timeline puts the primary data collection period across the Christmas holiday period, introducing a significant risk in the availability of policy experts and buyer SME input. Would the buyer consider an extension to the deliverable schedule for example to allow for the final report at the end of March? | <p>The contract timetable is as described in the ITT document. The final report is required to be delivered by 07 March 2024.</p> <p>As noted in the ITT, the Contract is expected to end by 8th March 2024, unless terminated or extended by the Buyer in accordance with the terms of the Contract.</p> <p>The Contract may be extended if there are unanticipated delays to delivery which could not have been reasonably foreseen by the Supplier, or if during delivery the</p> |

| Question Number | Clarification / Question / Comment | Authority response |
|-----------------|--|--|
| | | <p>research identifies additional task(s) which had not been previously identified as part of the primary questions 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.</p> <p>The Authority does not anticipate or expect significant data collection work to be completed from contract signature until the first week of January 2024, to account for the Christmas period.</p> |
| 7 | <p>Based on an initial review of the T&C's, there are a number of items raised around Fitness for Purpose obligations, indemnities and clauses relating to the provision of goods, rather than services. Unamended, our ability to sign up to the existing T&Cs will be subject to internal governance and approval waivers. Noting that it is likely other tenderers will be in a similar position, please can you confirm if you are willing to negotiate targeted amendments?</p> <p>If so, please can you also confirm how you would prefer to approach this? I.e. issue of specific proposed amendments through Tender Query or in the form of a Word document with tracked changes</p> | <p>This contract is using the HMG standard Short Form Contract Terms and Conditions, available here.</p> <p>Due to the duration of the agreement, its value and project timeline, the Authority will not enter in to lengthy negotiations with Preferred Suppliers and will not accept any material changes to the Contract Terms and Conditions. As such a successful Bidder should be prepared to accept these Terms and Conditions unamended.</p> <p>If the preferred bidder chooses not to accept the terms and conditions, the Authority reserves the right to approach the next ranked scoring bidder to offer the Contract.</p> |
| 8 | Are the project deliverables the inputs to the EINA GVA process, or is the EINA GVA analysis part of the work? | The hope is that elements of the deliverables, namely the market share sections, would be an input into the EINA process. However, the EINA GVA analysis is not directly part of this work. |
| 9 | How do you define 'UK market share'? Is this limited to UK based economic activity or include the global operations of UK owned businesses? | UK market share would be UK based economic activity, this would include domestic production for export. Therefore, it would not include the global operations of UK owned businesses. |
| 10 | Can we confirm that pre-existing IP, for example [REDACTED AS COMMERCIAL SENSITIVE], will be treated separately from the requirement for DESNZ to own the arising IP from the study? | <p>We note clause 10.1 of the Contract:</p> <p>Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:</p> |

| Question Number | Clarification / Question / Comment | Authority response |
|-----------------|--|---|
| | | <p>receive and use the Deliverables; and</p> <p>use the New IPR.</p> <p>As such the Supplier will own all pre-existing (Existing IPR) but will license it to the Authority in order for the Authority to receive the deliverables and use the New IPR (i.e. the content) of the final outputs.</p> |
| 11 | Is DESNZ able to confirm whether co-branding be used for the published output? | Final decisions around publication and the exact formatting and channel of publishing have not yet been made. However, we are open to discussing co-branding with the successful supplier where that is appropriate for the publication type and its location. |
| 12 | General Clarification from the Authority | <p>We have noted that on page 17 of the Tender we said: “We note that this project will be described as research services which are non VAT-able but a VAT assessment is required to be undertaken by Tenderers themselves.”</p> <p>We have since become aware that this position is incorrect and the research project would incur/attract VAT. This was entirely human error, for which we apologise, but we note that the Tender document did ask Tenderers to make their own VAT assessments.</p> <p>The budget remains £130,000 including all non UK taxes and inclusive of VAT.</p> <p>Despite this, we will not be will not be extending the deadline.</p> |

VII. Annex 3 – Charges

The total price for this Contract is £100,870 excluding VAT.

BUDGET

The Buyer has created a 'genuine pre-estimate' of costs for this service. The budget is up to £130,000 inclusive of VAT and non-UK taxes. Payment will be fixed price with payments to be made based on milestones.

PAYMENT

Tenderers will provide an invoice schedule as part of their Commercial Proposal which should take in to consideration the estimated budgets and timelines. The Buyer would anticipate two invoices during the project delivery, but alternatives may be proposed by the Supplier.

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.

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

The Buyer 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 Buyer may request evidence that this is the case.

The Buyer reserves the right to amend the Contract to increase the scope of activities required of the Supplier, so long as 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 Supplier. This is only permitted if the proposals are compliant within the remit of Public Contracts Regulations 2015.

Part A – Staff/project team charges

| | |
|-------------------------------|---|
| Set up Costs – please specify | - |
| | |
| Expenses | - |

The Short Form Contract

Crown Copyright 2023

[Subject to Contract]

| <u>*Grade/level of staff</u> | <u>Daily rate (ex VAT)</u> | <u>No. days offered over course of contract</u> | <u>Tasks to be undertaken on this project</u> | <u>Total price offered per staff member</u> |
|------------------------------|----------------------------|---|--|---|
| ██████ | ██████ | ██ | ██████ ██████ ██████ ██████████████ ██████ ██████ | ██████ |
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| ██████ | ██████ | ██ | ██████ ██████ | ██████ |
| Sub-total | | | | £100,870 |

[*Suppliers should also include sub-contractors]

Part B – Non-staff/project team charges

| <u>Item</u> | <u>No. of items</u> | <u>Price per item</u> <u>(ex VAT)</u> | <u>Total price per</u> <u>offered</u> |
|------------------|---------------------|--|--|
| | | £ | £ |
| Sub-total | | | £ |

Part C – Sub-contractor charges

| <u>Item</u> | <u>No. of items</u> | <u>Price per item</u> <u>(ex VAT)</u> | <u>Total price per</u> <u>offered</u> |
|------------------|---------------------|--|--|
| | | £ | £ |
| Sub-total | | | £ |

Part D – Full price offered

| | |
|---|-----------------|
| Sub-total (Part A + Part B + Part C) | £100,870 |
| VAT | £20,174 |
| TOTAL (Sub-total + VAT) | £121,044 |

Invoicing Schedule

| Activity | Date of Invoice | Price (£) | VAT |
|---------------------------|------------------------|------------------|---------------|
| Contract signature | 18/12/2023 | ■ | ■ |
| Interim report acceptance | 15/01/2024 | ■ | ■ |
| Final report acceptance | 08/03/2024 | ■ | ■ |
| Total | | 100,870 | 20,174 |

VIII. Annex 4– Supplier Tender

To note that at the point of tendering the Supplier confirmed acceptance of the following:

- That have in place, or that will have in place by contract award, the human and technical resources to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects in performing the contract;
- Will you use best efforts to adhere to the general principles and standards set out in the UK Research Integrity Office's Code of Practice; and
- Will adhere to the Supplier Code of Conduct.

1. Overall approach

Our approach combines the use of a global computable general equilibrium (CGE) model with in-house expertise in each of the required sectors. The CGE model will provide a robust quantification at sector level covering all research questions. Our team of experts will complement modelling results with additional evidence for specific technologies and sub-sectors and qualitative analysis. This approach minimises time and effort required for collecting relevant data and developing a quantification method and ensures the project can be delivered within the required timescales and to high quality standards.

1.1 GEM-E3 model

The [GEM-E3](#) model is a multi-regional, multi-sectoral, recursive dynamic CGE model which provides details on the macro-economy and its interaction with the environment and the energy system up until 2050 in a five-year time step. Using GEM-E3 it will be possible to produce a quantified projection on the global market size at sectoral level for pre-defined climate and policy scenarios, along with the expected UK market share (see section 2), and identify which are the production chains adopted (identification of local/imported content with origin destination per technology). This output will also feed into the analysis of competitiveness, by comparing the UK market share against that of other countries (see section 3). The model will also be used to assess impacts of being an early mover for a selection of clean energy technologies (see section 4) and to extract supply cost curves (see section 5).

The model has been used extensively by national governments, the European Commission, the World Bank, and industry associations to assess the global impacts of energy, climate and R&D policies. It is an empirical, large-scale model, written entirely in a structural form, which allows for a consistent comparative analysis of policy and climate scenarios since it ensures that in all scenarios, the global economic system remains in general equilibrium. The model is calibrated to existing market shares, production structures, LCOES, bilateral trade data and input-output statistics using commercial or public sources that are reliable (e.g. GTAP, EUROSTAT, IEA, ECB). It represents individually the UK, EU Member States as well as other OECD and Group of Twenty (G20) countries.

A distinctive feature of the model is that it explicitly represents key clean energy technologies (PV, Wind turbines, biofuels, batteries, EVs, CCS, etc.) as separate economic activities and has a representation of the origin of all intermediate inputs for their production. All required sectors can be treated as distinct sectors, except for nuclear, for which only demand projections can be derived (supply is not disaggregated). In GEM-E3, the adoption of new technologies is driven by changes in relative prices, substitution elasticity and reference market shares. Changes in production costs and relative prices in clean energy technologies are introduced through two factor learning curves (learning by doing and by research), which are calibrated to the most recent learning rates for all clean energy technologies. In the model, R&D activity increases the knowledge stock which, in turn, increases productivity (direct, indirect through bilateral trade knowledge spillovers). Cumulative R&D expenditures of a sector/country over a technology sets the technology frontier and the distance of each country.

Whilst we will be using GEM-E3 in providing the services for this assignment, it will not form part of the deliverables and shall remain the property of E3-Modelling (a Ricardo Group company). No licence to the model is required by, or granted to DESNZ to make full use of the deliverables.

1.2 Additional evidence from desk research and sectoral experts

Additional evidence will be collected to inform a more granular assessment at sub-sector or technology level and the qualitative analysis. This task will be led by our sectoral experts with the aim of minimising the data collection effort and ensuring insights from key market players are captured. Sectoral experts will also use expert judgement where needed to validate evidence collected and fill potential data gaps. We will collect data and qualitative evidence from a number of official sources adopting the following hierarchy: (1) Government or industry nation-wide statistics; (2) Market studies and outlooks on specific sectors or technologies; (3) Industry stakeholder annual reports (e.g. company financial statements) shared online; (4) Reports and studies on research activities; (5) Research and innovation project reviews.

| Sector | Relevant data sources |
|---------------|--|
| Cross-cutting | IEA (2023) , Clean Energy Demonstration Projects Database; IEA (2022) , Energy Start-up Data Explorer; IEA (2022) , Energy Technology Patents Data Explorer; IEA (2023) , Energy Technology RD&D Budgets Data Explorer; IEA (2023) , The State of Clean Technology Manufacturing – November 2023 Update; IEA (2023) , World Energy Outlook; IEA (2023) , DESNZ (2023) , Energy Trends: UK renewables; DESNZ (2023) , DUKES: statistics on volume and value of foreign trade; ONS (2021) , Low carbon and renewable energy economy estimates; DESNZ (2023) , Market assessment - UK venture capital market for early-stage clean tech companies; Ricardo (2017) , UK business opportunities of moving to a low carbon economy. Final report for the CCC |

| | |
|------------------------|---|
| Biomass | DfT (2017) , Advanced drop-in biofuels UK production capacity outlook to 2030, OECD-FAO (2021) , Agricultural outlook 2021 - 2030 |
| CCUS and GGRs | IEA (2023) , CCUS Projects Database; CCSA (2023) , Delivery plan update 2023; Global CCS Institute (2023) , Global Status of CCS Report 2023; DESNZ (2023) , Industrial carbon capture, usage and storage (CCUS): UK supply chain capabilities; DESNZ (2023) , Opportunities for economic growth in the UK's Carbon Capture & Storage Industry; Department for Business, Energy and Industrial Strategy (2021) , Greenhouse gas removal methods and their potential UK deployment |
| Hydrogen and FC | IEA (2023) , Hydrogen Production and Infrastructure Projects Database; IEA (2023) , Global hydrogen review; DESNZ (2020) , Business models for low carbon hydrogen production |
| Heating and Cooling | IEA (2022) , The future of heat pumps; IEA (2023) , Global heat pump sales continue double-digit growth; DESNZ (2023) , Heat Pump Investment Roadmap |
| Nuclear | IEA (2022) , Nuclear Power and Secure Energy Transitions; NEA (2016) , Small Modular Reactors: Nuclear Energy Market Potential for Near-term Deployment; APPG Nuclear Energy (2023) , Made in Britain: the pathway to a nuclear renaissance; DESNZ (2023) , Market framework for financing small nuclear |
| Smart and network tech | ENA (2023) , Energy Networks Annual Innovation Summary report 2023; ENA (2023) , Innovation portal; BNEF (2023) , Energy storage market outlook, IRENA (2017) , Electricity storage and renewables: Costs and markets to 2030 |
| Wind | DESNZ (2023) , Accelerating deployment of offshore wind farms: UK Offshore Wind Champion recommendations; The Crown Estate (2022) , Offshore Wind Report; Offshore Renewable Energy Catapult (2022) , The offshore wind market; Offshore wind industry council (2023) , UK Supply Chain Capability Analysis |

2. Research question 1: Estimate the potential market size, and market share the UK could gain from different global transition scenarios

2.1 Preparatory tasks

In this task, we will discuss and agree with DESNZ on:

- The **scope** of analysis to be undertaken for each required sector and sub-sector, a final list of which we understand will be provided by the client at the start of the project. We propose the quantification of global market size and UK market share be carried out at the sector level rather than at the sub-sector level, given the relevant constraints in finding robust and reliable data on global market size (or relevant proxies such as international trade flows) at a detailed level of granularity such as the sub-sector level detailed in Table 1 of the Statement of Requirements. We propose that a discussion of market size and UK market share at sub-sector level be carried out at a more qualitative level.
- The **scenarios** to be used in the analysis, which should align with the scenarios outlined in the Statement of Requirements (current policies scenario; IPCC's 2°C scenario; IPCC's 1.5°C scenario). The GEM-E3 model determines both the demand and supply of technologies given GHG emission reduction targets and policies. As many different pathways exist leading to a reduction of global temperatures of 1.5 or 2.0 degrees, we will present a number of existing pre-set GEM-E3 scenarios to be considered and be agreed upon to adopt for the needs of the analysis. It will not be possible to develop new scenarios in addition to those the GEM-E3 model is already equipped with. We propose using the [NGFS scenarios framework](#), which is in line with IPCC in terms of pathways and carbon budgets, but other options could be considered.

2.2 Market size estimation

In this task, we will develop quantitative projections of the global market size by sector and qualitative estimates of global market size by sub-sector. We will first make use of the GEM-E3 model, and then perform some ex-post complementary analysis.

Step 1. GEM-E3 model. Projections of the global market size for all required sectors and by scenario will be returned by GEM-E3. The main outputs of this Step will be a number of graphs that will outline the global market size by sector to 2030, 2035 and 2050. We note that the EINA methodology distinguishes

between “domestic” and “export” opportunities. To derive market size estimates that better align with the EINA methodology, GEM-E3 can develop projections of both global and UK (i.e. “domestic”) demand for each sector, from which an estimate of “exports” market size could easily be derived.

Step 2. Complementary analysis. As GEM-E3 can estimate demand (i.e., market size) and supply at the level of sectors only, we propose to complement the outputs of GEM-E3 with qualitative analysis at the level of specific sub-sectors/technologies. We propose to base this analysis on a review of the available literature as well as input from Ricardo technical experts.

- (a) Review of literature. From an examination of relevant sources, we will aim to derive market size estimates either directly, i.e. as global/regional market size projections (e.g. in millions of dollars); or indirectly, i.e. obtaining them by combining projections of sales volumes and estimates of the average selling prices (or production costs) of the technologies listed in each policy area.
- (b) Expert judgement. We anticipate that gaps in data and evidence obtained from these sources will remain: for example, it would not be possible to find robust information to estimate the current global market size for given sub-sectors; and/or to project market sizes into the future. For this reason, we propose to leverage our in-depth sector expertise by conducting an internal consultation involving key experts - both from a policy and technical perspective - within Ricardo. These consultations will be useful in providing, if not an exact measure of market size, an indication of market size ranges and direction and pace of future change.

2.3 UK market share estimation

In this task, we will develop quantitative projections of the UK market share by sector and qualitative estimates of the UK market share by sub-sector. Similar to the above, we will first make use of the GEM-E3 model, and then perform some ex-post complementary analysis.

Step 1. GEM-E3 model. For each sector, the projections of global market size (i.e. the demand side) derived in step 1 of sub-activity 2.2 above will be matched to the projections of UK production capacities (i.e. the supply side) for all required sectors (except for nuclear) and by scenario. These values, combined, will return an estimate of the UK market share. Again, to align with the EINA methodology we will differentiate domestic and export market share.

Step 2. Complementary analysis. Similar to sub-task 2.2, Step 2 above, we will complement the findings from Step 1 with qualitative research and analysis at the specific subsector level with input from Ricardo technical experts. Step 2 will aim to identify, within each policy area, which sub-sectors may have the potential to capture significantly higher, or significantly lower, shares of the global market than the respective sectoral average. In addition, to fill the modelling gap for the nuclear sector, we will collect specific tradability data and use expert judgement to assess the UK market share in line with the EINA methodology.

3. Research question 2: Consider which sectors the UK could have a comparative advantage in

3.1 Identify drivers

As a first step, our approach will involve identifying a list of key drivers of energy policy and market developments worldwide, distinguishing by sector. We expect this list to include, at least, measures of expected production and export volumes for more mature technologies, and key indicators on research & development initiatives and innovation trends for technologies with longer maturity timeframes. We expect this list to also include factors such as governmental policy commitments, national industrial strategies, and the evolving costs associated with renewable energy sources.

3.2 Assess competitiveness advantage per sector

Firstly, our analysis will involve examining the GEM-E3 model outputs. This examination aims to compare our projections of the anticipated UK market share across all sectors (cf. sub-task 2.3 above) with the market shares of other countries competing in the market, as returned by the model. The goal of this preliminary analysis is to determine the positioning of the UK within the global ranking of technology exporters for each specific sector.

Secondly, we will complement projections from GEM-E3 with additional analysis to allow a more detailed assessment (i.e. at the sub-sector level) of current and expected future competitive advantage. This analysis will focus on examining available evidence for the two most relevant drivers identified in the previous Step. For each sector, we will develop summary case studies (delivered as tables of indicators with brief commentary) that will include information on key marketplaces and high-level objectives and strategic considerations for a number of benchmark countries/regions (e.g., US, China, EU) as well as for two selected geographies that may be identified as additional key market players and UK competitors. Using IEA data, we will include figures on innovation in specific technologies (e.g.

number/size of demonstrator projects; number/value of patents; number of start-ups; cumulative R&D expenditure). Ricardo is privileged to work closely with governments around the world on the design of energy and climate policy, including the UK Government and European Commission, and has detailed knowledge of current scenarios for 2030 and 2050. We will draw on Ricardo's leading expertise in energy and climate policy in the production of these summary case studies, which will help us summarise the anticipated evolution of nascent sustainable energy technologies and the likely size and global location of key markets. To summarise, we will develop an assessment framework to map relevant sub-sectors as either (a) primary focus areas (i.e. where the UK is expected to have consolidated advantage); (b) further opportunities (where the UK could gain competitive advantage from positioning itself as potential early mover); or (c) an area on which the UK does not appear to have potential. The timeframe for taking action to capitalise on each opportunity will also be discussed accordingly.

3.3 Identify barriers and enablers

Within this subtask, our focus will be on conducting qualitative research aimed at highlighting (a) sector-specific international barriers or risks that might impede the UK from attaining the expected market share projections detailed in Question 1; and (b) overarching enablers, i.e. factors that are expected to facilitate the realization of these anticipated benefits. Our primary method for data and evidence acquisition will be desk research. In examining the main barriers, we will focus on elements such as: (a) tariffs and trade barriers in key target markets affecting UK exports; (b) regulatory differences and compliance challenges across international jurisdictions; (c) geopolitical instability or diplomatic tensions affecting trade relations and market stability; (d) technological differences (for example in infrastructure and capabilities between countries) or intellectual property challenges that hinder market penetration of UK solutions into overseas markets; (e) currency fluctuations affecting the cost competitiveness of UK products/services abroad; (f) limitations in access to critical resources or raw materials essential for energy production which affect the competitiveness of the UK's exports.

In looking for and discussing key enablers, we will focus on elements such as: (a) access to international investment and finance that promotes the development and export of innovative energy solutions from the UK; (b) international partnerships that facilitate the expansion of grid capacity and infrastructure development, improving the competitiveness of the UK's energy exports; (c) agreements or initiatives that promote the alignment of energy-related regulations and standards; (d) collaborative efforts among nations to overcome trade barriers; (e) market development initiatives.

4. Research question 3: Assess evidence on the benefits of being an early mover in a new and emerging sector

4.1 Identification of benefits and costs of early movers

Our approach to respond to this question will be underpinned by innovation systems theory, considering the interplay between knowledge flows, market forces and geopolitics. For each of the technologies mentioned in the ITT (Greenhouse Gas Removal technologies/ Carbon Dioxide Removal technologies, hydrogen production, energy storage and nuclear (SMRs, AMRs)), our sectoral experts will identify and analyse qualitatively the benefits and costs of being an early mover across the following categories: 1) Development and production cost (i.e. increased R&D or acquisition expenditure vis-à-vis cost reductions via economies of scale or innovation), 2) Technological and knowledge spillovers (i.e. potential benefits for other sectors or technologies), 3) Human capital (i.e. development of specific skills and experience). This analysis will build on existing literature and similar studies carried out by the team such as [EC \(2017\)](#).

4.2 Impacts on market share, jobs and economic growth

The GEM-E3 model will support the evaluation of the economic impact of being an early mover. This will be captured with alternative scenarios of R&D spending for in-scope clean energy technologies (except for nuclear equipment), leading to changes in productivity, market share and macroeconomic outcomes (jobs and economic growth) in the model. These R&D scenarios for in-scope technologies will be developed in collaboration with the DESNZ project team.

5. Research question 4: The impact of faster transitions (2°C and 1.5°C scenario) on cost curves of specific technologies

GEM-E3 model determines the supply of clean energy technologies in terms of specific cost curves dependent on decarbonisation pathways. The following technologies can be disentangled in the model (batteries for EVs, grid batteries and hydrogen generation) for each pre-defined transition pathway. These modelling outcomes will be complemented with additional evidence for remaining technologies listed in the ITT (other EV equipment, heat pumps, GGR), building on desk research and expert judgement from sectoral experts.

1. Proposed coverage of desired sectors

Our selection of desired sectors considered the trade-off between added value of the analysis and capacity to deliver within the short timescales set for this project. Our proposal prioritises sectors which are well covered by the GEM-E3 model with a meaningful level of granularity and those with clear links to supply chains of required sectors covered in Q1. The table below summarises the desirable sectors included and the extent to which these will be covered.

| Desired sector | Included | Rationale for inclusion and level of detail provided |
|-------------------------------|----------|--|
| Buildings | No | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. |
| Industry | Yes | Industry sectors (Cement, Paper, Chemicals, Iron & Steel) can be disaggregated in GEM-E3. The scope of our more detailed and qualitative analysis will cover up to three decarbonisation technologies. |
| Marine Energy | No | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. |
| Built environment innovations | No | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. |
| Electricity transmission | No | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. |
| Geothermal | No | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. |
| Biomass feedstock production | Yes | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. However, since this is part of the biomass supply chain (required sector), we propose covering this sector qualitatively to complement our analysis of biofuels. In addition, Ricardo has an extensive experience in assessing biofuel production pathways and feedstocks in the UK and internationally. Our analysis will consider up to three feedstock production pathways. |
| Transport | Yes | Transport sectors (land, air and maritime transport) are disaggregated in GEM-E3. In addition, electric vehicle (EV) equipment is disentangled as a distinct manufacturing sector. On this basis, we propose covering EV market opportunities in detail on a quantitative and qualitative basis, building on Ricardo's world leading expertise in this area. |
| Waste use | Yes | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. We propose covering waste use as a biomass feedstock, building on our large experience in this area. Our analysis will consider up to three waste sources for biomass production. |
| Solar | Yes | GEM-E3 disaggregates solar as a distinct power sector and PV panels equipment as a distinct manufacturing sector. On this basis, we propose covering PV panels in detail on a quantitative and qualitative basis. |
| Land use | No | This sector is not disaggregated in GEM-E3, hence quantification is not possible within the timescales of this project. |

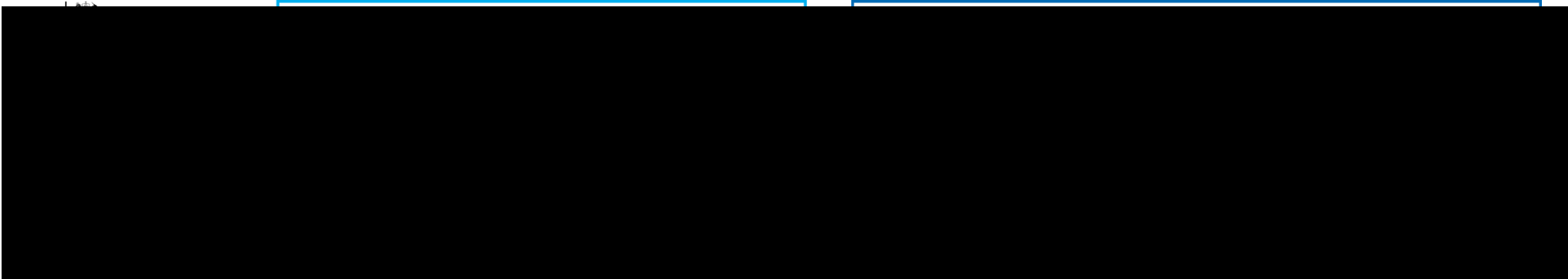
2. Approach

Our approach for desired sectors includes the following steps:

- **Scoping activities:** Our proposal for covering desired sectors has carefully considered resourcing needs against added value. However, should the proposed selection not align with DESNZ preferences and objectives, our team will consider and discuss alternative scoping options with an equivalent level of effort at the inception phase.
- **Project delivery approach**
 - Industry (Cement, Paper, Chemicals, Iron & Steel), transport (EVs) and solar (PV): Quantitative and qualitative analysis, following the methodology for each research question described for required sectors in Q1.
 - Biomass feedstock production and waste: These sectors will be analysed qualitatively and integrated into the analysis of biomass (required sector) for presentation purposes.

1. Team structure

The project team includes (a) a **project leadership team** with the Project Manager, Project Director and Quality Assurance Manager; (b); a **delivery team** with Task Leads and support staff and (c) a **technical advisory board** with policy and technical experts that will provide insight and support. This structure has been developed based on experience in a similar project for the Sustainable Energy Authority of Ireland “*Technology mapping for decarbonisation and added value*”.



2. Value addition of key team members

The tables below present the relevant skills and project experience of the key members of the team including how they will be used to support the delivery of the project, referring to their contribution to each task. Project team members will not change over the duration of the project, unless clearly justified.

| | | |
|------------|------------|------------|
| [Redacted] | | |
| [Redacted] | [Redacted] | |
| [Redacted] | [Redacted] | [Redacted] |
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| | | [Redacted] |
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| [Redacted] | [Redacted] | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |

Table 2: Description of roles, skills and experience of the technical advisory team members

| Name | Sector | Relevant experience and project examples |
|------------|------------|--|
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |

1. Planned project activities and deliverables

The Gantt chart included in the attached Project Plan sets out our plan for undertaking and delivering the work and provides a detailed project timeline.

2. Staff days per task

Staff days per task are also included in the attached Project Plan.

3. Contract management

Ricardo will manage the contract using our project management processes, policies and systems, which are in line with our ISO certification to ISO9001 and ISO14001 (for quality and environmental management systems respectively) and adhere to PRINCE2 principles.

The Project Manager, [REDACTED] will be responsible for the day to day management of the project and will be responsible to coordinate with the Task Leads to ensure the timely delivery of the project through weekly progress meeting. [REDACTED] will be the main point of contact with the DESNZ, participating in weekly meetings (and additional ad-hoc calls if needed), reporting on progress made and raise and discuss any issues that may arise. [REDACTED] will be responsible for adjusting the project plan and resource allocation, as necessary, in response to changes agreed with DESNZ and inform the team for changes to the schedule or to the task implementation. [REDACTED] will be supported in the delivery of all Tasks by the Project Director [REDACTED] who will be responsible for the overall supervision of the project and will be a point of escalation if needed.

4. Monitoring the quality of the work and deliverables

It is critical for Ricardo to ensure our work is delivered to a high quality, and, accordingly, we plan to establish robust measures to ensure excellent quality control and quality assurance (QA/QC) of our outputs. Ricardo applies to its specific services, quality control systems underpinned by our Quality and Environmental Management Systems as defined in company policies and supporting procedures. These arrangements are certified to BS EN ISO 9001:2008 and 14001:2004 by our external assessors Lloyds Register Quality Assurance (LRQA).

Our approach to QA/QC will provide assurance to DESNZ that the analysis delivers evidence that enables effective and cost-efficient policy development, minimising risks of incorrect policy formulation and potential reputational risk for DESNZ. The Project Manager will review the methods employed and ensure they are aligned with DESNZ's needs. As part of the quality control process, the Project Director will be responsible to ensure that these are applied consistently during the course of the study.

Our Project Manager will be responsible for overseeing the quality of the work throughout the project, as well as the delivery to time and budget. All deliverables will be subject to Quality Review by the Project Director before they are submitted to DESNZ.

The quantitative analysis will be subject to specific QA/QC processes following NAO's [Framework to review models](#). GEM-E3 model developments have been extensively quality assured as these are periodically published in top ranked scientific peer-reviewed journals. Also input data relies on highly reliable commercial or public sources (GTAP, EUROSTAT, IEA, ECB, etc) extensively validated before they are included in the model. As such, our QA/QC processes will focus on output processing and presentation, considering the following categories of the NAO framework: "Using the model outputs" and "Estimation of uncertainty". In addition our general practice when submitting GEM-E3 results to the client includes a four-eye principle with many layers of review and cross-check of the output. The 1st layer of review regards the relevance of the results with statistics already available. The second layer of expert based review regards the insights and reasoning behind the results (identification of the model mechanisms that drive the results and separate between actual insights and model artifacts). The model also includes built in model checks to ensure that model output is in accordance with the model specifications (checks in data input/output, convergence checks, validation checks).

5. Mitigation of risks and potential delays to the project

As part of the preparation of this proposal, we have developed an initial risk register for the study identifying the likelihood (L) and impact (I) of identified risks (I) (rating it as L-low, M-medium and H-high), before mitigation actions. The Project Manager will continue to review and update the risk register throughout the study. All risks currently identified are addressed once the mitigation actions have been carried out.

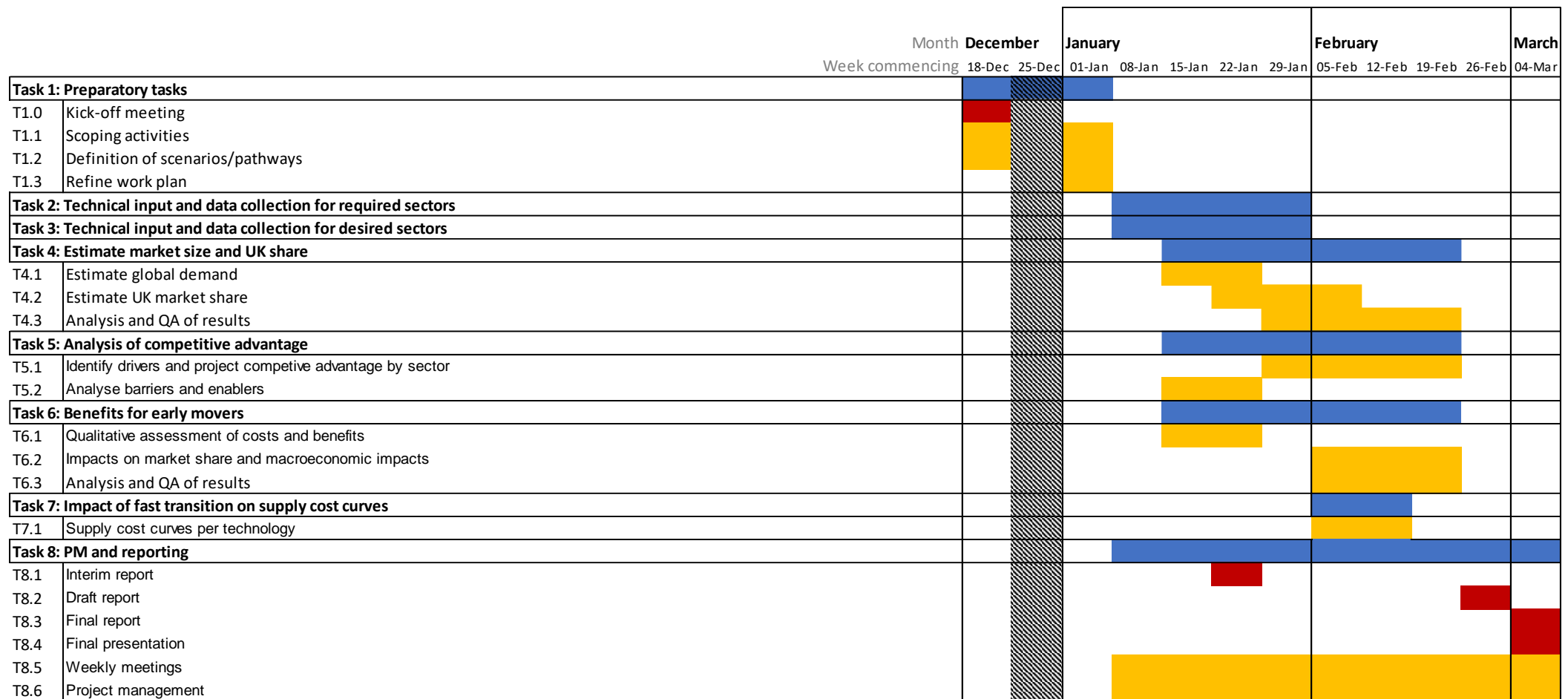
| Delivery risk | L | I | Mitigation actions |
|--|---|---|---|
| Challenging timeframe – the project cannot be delivered according to the defined schedule by early March | M | M | Use of in-house GEM-E3 model minimises the time required to collect data and develop modelling methods for the quantitative analysis at sector level. Input from highly experienced sectoral experts ensures an efficient collection of evidence and insights for the more granular and qualitative analysis. Robust project plan and regular horizon scanning to ensure delivery according to the timeline. The Project Manager will regularly check in with delivery team and senior experts to identify potential delays, propose and implement solutions. Regular progress meetings (weekly) will be held with DESNZ, with rapid response (i.e. five working days at a maximum) required from the client on issues raised by the project team. |
| Poor quality of outputs and/or misalignment with government expectations. | L | H | Senior team of experts that are highly specialist in all technical areas. They will provide on-going review of the research and development and production of final deliverables followed by internal quality review. Ricardo has expertise in QA/QC in this area. The team will hold regular (weekly) progress calls with DESNZ. |
| Modelling results are incorrect or biased | L | H | We have a pre-existing macroeconomic model that has been used extensively by the EC, national governments, the World Bank, and industry associations to assess the impact of energy, climate and R&D policies and has been subject to extensive peer review process. Specific QA/QC processes will be put in place to process and present modelling outputs following best practice from NAO's Framework to review models. |
| Staff unavailable due to absence or other project commitments | L | M | We have identified appropriate cover for all members of our team, and throughout the duration of the project. We have devised a robust business continuity plan integrated with Ricardo's resourcing tool and covering foreseeable disruptions which might affect the delivery of the project. |
| Limited availability of evidence to reliably assess market opportunities at sub-sector level | M | M | Availability of expert professionals in Ricardo covering all modes of transport from both a policy and technical perspective makes us confident that we will be able to fill any gaps in the data with expert and well-informed judgment. |

6. Ethical considerations

Ricardo has a well-defined group policy on acceptable standards of doing business with stakeholders. Our employees are required to carry out regular online training across a wide range of ethical aspects of doing business. This guarantees the following:

- We will ensure that any cost and pricing data provided for government contracts meets the requirements of the government or agency and those negotiations are undertaken within the framework of that country.
- We do not permit criminal conduct, bribery, anti-competition, anti-trust, fraudulent or corrupt business practices in any dealings at any time.
- We prohibit employees or associated persons from offering, promising, giving, soliciting or accepting any bribe.
- We price our work independently of any competitor and not communicate our methods or intention to bid to competitors or enter into any agreements with competitors or disclose information directly or indirectly which would distort competition.
- We will not enter into practices that could distort the market or create a conflict of interest such as price agreements or collusion in pricing.

Gantt Chart:



[REDACTED]

[REDACTED]

In this section, we detail how we will realise Social Value outcomes through the delivery of this service, especially with respect to the theme of Model Award Criteria (2.2) of: “Creating employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors”. We have divided our contribution into 3 main sections, outlining our support for educational attainment in the relevant areas to this contract, delivery of training schemes and programmes, and support in in-work progressing.

1. Support for educational attainment relevant to the contract

At Ricardo Group, we actively support educational attainment in Science, Technology, Engineering and Mathematics (STEM) subjects through partnerships with esteemed organizations such as the British Science Association, Women’s Engineering Society (WES), Engineering Development Trust (EDT), and In2ScienceUK. Our partnership with them is further manifested through financial support. In fact, during the financial year 2023-2024, Ricardo made a commitment of £250,000 to our global charitable programme, with a primary focus on supporting and expanding access to STEM skills, careers and education. This programme is structured around three key initiatives:

- 1) **Volunteering** - Our teams and colleagues generously contribute their time to volunteer in support of various STEM activities.
- 2) **STEM sponsorship** - We sponsor STEM institutions in regions with a high concentration of employees to facilitate volunteering efforts.
- 3) **Charitable giving** - As part of our commitment to social responsibility, we offer to match donations to approved causes, further contributing to charitable endeavours.

Our selection of partnerships is guided by a mission to make STEM more accessible to society at large, adopting a holistic approach. In collaboration with the British Science Association, we allocate resources to finance **public outreach** initiatives and events aimed at cultivating public interest in STEM, raising awareness, and influencing stakeholders. Additionally, our partnership with WES aligns with our strong commitment to **gender equality and equal opportunities**, as WES actively works to attract women to STEM professions and supports their careers through mentorship programs. Through our collaboration with EDT, we invest in the **younger generation** by conducting workshops in secondary schools across the UK, with a focus on schools in areas of greater deprivation.

Finally, our association with In2Science allows us to provide invaluable opportunities to young individuals from **low-income and disadvantaged backgrounds**, enabling them to realize their full potential in STEM careers. In2Science supports these individuals through transformative opportunities that offer insights into STEM careers and research, enhancing their skills and confidence. Ricardo volunteers can play a crucial role in these initiatives. They deliver online talks for recent graduates, sharing their professional journeys and offering valuable tips and advice for those embarking on their careers. Additionally, our volunteers engage in online **mentoring sessions** with graduates, sharing their experiences of transitioning from university to the workforce and providing support as mentees explore the myriad possibilities available to them in their professional journey.

Drawing on the insights and knowledge derived from this project, and subject to agreement with DESNZ, **we could host 1-2 learning webinars to present our study’s findings, either for wider DESNZ staff or as part of career talks with our corporate STEM partner**, In2ScienceUK. Furthermore, with agreements in place, we could produce and deliver informative material based on the analysis conducted for DESNZ. This content could be disseminated through our social media platforms and website, as well as local news websites and media, contributing to raising awareness about the economic opportunities presented by the green transition and potentially activating citizens and boosting private entrepreneurship in the field. This initiative would deliver **two training opportunities**. If 50 people were to attend each lasting one hour, then we would deliver **100 people-hours of learning interventions**.

2. Delivery of training schemes and programmes

In addition to supporting external organizations aligned with Ricardo's mission and values, we take a hands-on approach within our business to **facilitate the transition from student to professional life** and support junior professionals in their career development. The Policy, Strategy, and Economics (PSE) team at Ricardo regularly hosts internships on a rolling basis. Subject to agreement with DESNZ, **we could offer a structured program for one intern, providing support throughout the contract.** Recently, we successfully trialled a 12-week internship program for two recent graduates in our Air Quality team. This program included mentoring sessions aimed at supporting their broader professional development. Building on the success of this model, **many of our interns transition into full-time positions at Ricardo.** To proactively attract talent from low-opportunity backgrounds, we advertise internship vacancies on the social mobility platform 'Zero Gravity' through our corporate partnership. Zero Gravity supports young people from low-opportunity backgrounds, offering mentorship to undergraduate students. Additionally, Ricardo regularly hosts apprenticeships in the Data Science, Finance, and Administration teams, providing essential functions for our technical consultancy. These apprenticeships are also promoted on the Zero Gravity platform.

Ricardo also runs an **internal mentoring programme** so that senior staff from under-represented groups can share their career development pathway and act as role models for more junior staff. Our staff also mentor female engineers in the early stages of their careers, supporting them in navigating potential gender inequalities and the gender pay gap through our partnership with WES.

3. Supporting in-work progression

At Ricardo, in order to foster inclusivity and diversity, we actively dedicate resources to monitor and report on the progression of disadvantaged and minority groups. Our comprehensive approach is evidenced by a range of initiatives, such as HR mentoring, reverse mentoring schemes, flexible working arrangements, 'returnships' specifically designed for women through STEM Returners, and employee forums, among others. What sets Ricardo apart is our **proactive stance in combating workforce inequality**, a commitment demonstrated through our attainment of Level 2 Disability Confident Employer status. As proud members of BITC, we leverage the full spectrum of membership resources, including best practice guidance for enhancing diversity, equity, and inclusion. Additionally, our endorsement of BITC's Race at Work Charter underscores our dedication to **fostering an inclusive workplace.**

Within our organization, we have established dedicated forums — Race, Rainbow, Perspective, and Gender — where employees can openly share their experiences related to career progression. These safe spaces not only facilitate peer support and advice but also serve as valuable channels for constructive feedback, which is subsequently used to enhance our organizational practices. Recognizing the importance of an intersectional approach, we understand that individuals with multiple protected characteristics face unique challenges. By adopting this approach, we ensure that our efforts are comprehensive and do not prioritize one social inequality over another. **We strive to create an environment where all individuals, regardless of their background, can thrive.**

In the delivery team of projects, **Ricardo is committed to advancing the careers of under-represented groups.** We invest in the continuous training of our entire staff, actively support female leadership across various projects, and involve junior team members in engagement and dissemination activities. This not only raises their profile with external stakeholders but also nurtures their career growth within Ricardo. To fortify these initiatives, we provide our managers with specialized training modules covering disability confidence, cultural awareness, and the creation of a respectful working environment. At Ricardo, our commitment to diversity and inclusion is not just a checkbox; it's an ongoing journey towards creating a workplace where everyone feels valued, supported, and empowered to excel.

Finally, at Ricardo, we strive to monitor and track the social impact of our projects and work, enabling us to broaden our positive influence. Therefore, subject to agreement with the customer, **Ricardo will utilise the Social Value portal to assess, manage and report on the agreed-upon Social Value aspects of the project.** The Social Value component of any project will be delivered and measured in accordance with our ISO9001 Quality Management System, under the control of the Project Manager.

IX. Annex 5 – Optional IPR Clauses - Not Used.