



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form Enhanced

Contents

Order Form.....	4
Annex 1 – Authorised Processing Template.....	7
Annex 2 – Specification	8
Annex 3 – Charges.....	22
Annex 4 – Tender Submission	24
Annex 5 – Sustainability	25
Short Form Terms	28
1. Definitions used in the Contract	28
2. Understanding the Contract	31
3. How the Contract works.....	32
4. What needs to be delivered	32
5. Pricing and payments	34
6. The Authority's obligations to the Supplier	35
7. Record keeping and reporting.....	36
8. Supplier staff.....	37
9. Rights and protection	37
10. Intellectual Property Rights (IPRs)	38
11. Ending the contract.....	39
12. How much you can be held responsible for	41
13. Obeying the law	41
14. Insurance	42
15. Data protection.....	42
16. What you must keep confidential	46
17. When you can share information	47
18. Invalid parts of the contract.....	48
19. No other terms apply.....	48
20. Other people's rights in a contract	48
21. Circumstances beyond your control	48
22. Relationships created by the contract	49
23. Giving up contract rights	49
24. Transferring responsibilities	49
25. Changing the contract.....	49
26. How to communicate about the contract.....	49
27. Preventing fraud, bribery and corruption	50
28. Health, safety and wellbeing	50
31. Tax.....	51
33. Conflict of interest	52
34. Reporting a breach of the contract.....	52
35. Resolving disputes.....	53
36. Which law applies	53



Department
for Environment
Food & Rural Affairs

[REDACTED]
[REDACTED]
Jacobs UK Limited
Cottons Centre
Cottons Lane
London Bridge
London
SE1 2QG

via Atamis portal

Date: **15th May 2025**
ITT Ref: **C28170**
Contract No: **C29031**

Dear [REDACTED],

Delivery of tNCEA England Ecosystem Survey Soil Sampling and Assessment Survey 2025-26

Following your tender for the supply of **C28170 - tNCEA England Ecosystem Survey Soil Sampling and Assessment Survey 2025-26** to **Natural England**, we are pleased confirm our intention to award this contract to you.

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

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing the Order Form via Atamis DocuSign within **5** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

[REDACTED]
[REDACTED]
Defra Group Commercial

Email: [REDACTED]

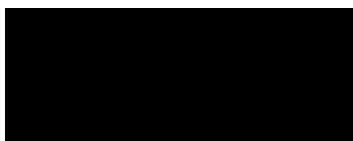
Order Form

1. Contract Reference	C29031	
2. Date	15 th May 2025	
3. Authority	Natural England Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX	
4. Supplier	Jacobs UK Limited Cottons Centre Cottons Lane London Bridge London SE1 2QG	
4a. Supplier Account Details	See row 10	
5. The Contract	<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 any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p>	
6. Deliverables	Services	To be performed at locations stated within Statement of Requirement.
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on the 19th day of May 2025 and the Expiry Date shall be the 31st day of March 2026, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>No extension.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3 – The value of the contract will be: £1,588,043.57 + VAT . Subject to indicative expenses claim.	

10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: accounts-payable.neg@sscl.gov.uk or</p> <p>Alternatively, you may post to: Shared Services Connected Ltd (Environment Agency) PO Box 797 Newport Gwent NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).</p>	
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be:</p> <p>████████████████████</p> <p>or, in their absence,</p> <p>████████████████████</p>	
12. Address for notices	<p>Natural England Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX</p> <p>Attention: ██████████ ██████████</p> <p>Email: ██████████ ██████████</p>	<p>Jacobs UK Limited Cottons Centre Cottons Lane London Bridge London SE1 2QG</p> <p>Attention: ██████████ ██████████</p> <p>Email: ██████████ ██████████</p>
13. Key Personnel	<p>Natural England Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX</p> <p>Attention: ██████████ ██████████</p> <p>Email: ██████████ ██████████</p>	<p>Jacobs UK Limited Cottons Centre Cottons Lane London Bridge London SE1 2QG</p> <p>Attention: ██████████ ██████████</p> <p>Email: ██████████ ██████████</p>

14. Procedures and Policies	<p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Limitation of Liabilities	See Clause 12.1.
16. Insurance	<p>The Supplier shall hold the following insurance cover from the start date for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> - Professional Indemnity insurance [with cover (for a single event or multiple with an aggregate) of not less than] £5,000,000; - Public Liability insurance [with cover (for a single event or multiple with an aggregate) of not less than] £5,000,000; - Employers Liability insurance [with cover (for a single event or multiple with an aggregate) of not less than] £5,000,000; <p>Product Liability insurance [with cover (for a single event or multiple with an aggregate) of not less than] £5,000,000;</p>

Supplier_Signature

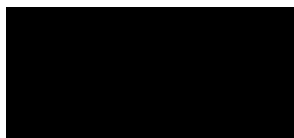


Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 19/05/2025

Authority_Signature



Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 19/05/25

Annex 1 – Authorised Processing Template

Contract:	C29031
Date:	19 th May 2025
Description Of Authorised Processing	The Relevant Authority is Controller and the Supplier is Processor
Subject matter of the processing	tNCEA England Ecosystem Survey Soil Sampling and Assessment Survey 2025-26
Duration of the processing	The processing will be for the duration of the related Contract Number: C29031.
Nature and purposes of the processing	Any data processing shall relate to the projects included within the C28848. The purpose might include: employment processing, statutory obligation, recruitment assessment, etc.
Type of Personal Data	Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data, etc
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website, etc

Specification for delivery of tNCEA England Ecosystem Survey (ESS) Soil Sampling and Assessment Survey 2025-26

Project Background

The NCEA (Natural Capital & Ecosystem Assessment) Programme

The UK Government has set world-leading ambition on protecting our natural assets, internationally through the Convention of Biodiversity and domestically via the 25 Year Environment Plan. Linked to the successful delivery of Net Zero, protecting our ecosystem services has never been more vital. Achieving these goals is underpinned by the provision of systematic and robust evidence. For the first-time, Defra are developing a programme to deliver up to date, England-wide environmental data to allow for agile policy making grounded in the best available evidence to truly understand where we are and where we need to get to.

NCEA is a transformative programme to understand the extent, condition and change over time of environmental assets across England's land and water environments, supporting the government's ambition to improve the environment within a generation.

Natural England (NE) is one of several delivery partners in the NCEA Programme alongside Forest Research, Environment Agency, Joint Nature Conservation Committee and Royal Botanic Gardens Kew. The Programme is led by Defra as part of the Governments Major Projects Portfolio.

NE is the Government's adviser for the natural environment in England. We help to protect and restore our natural world. As part of our science and evidence activities, we are delivering several projects for the NCEA, the most significant of which is the **England Ecosystem Survey (ESS)**.

EES is an ambitious new method of collecting environmental data. The aim of the EES is to get a true understanding of the condition of England's terrestrial environment and natural capital assets. To achieve this, the survey will collect data on attributes of extent condition and connectivity relating to habitats, vegetation and landscape features and landscape character, as well as soil physical and chemical properties and soil and water biota eDNA. It will also collect data to support NE's earth observation programme.

Change will be assessed through repeat surveys on a five-year cycle. The baseline sample will be established over the first five-year period, after which the surveys will be repeated in the second five-year period, and so on. The first field surveys took place in 2023/24 and are being scaled up in the 2024/25 season. We are now planning for the third year of survey delivery.

The monitored features are within 1km square areas called 'monads'. Each year a new sample of monads will be surveyed through a combined sampling approach of randomly selected monads stratified by the classes of the Institute of Terrestrial Ecology (ITE) Land Classification, and a proportion targeted to increase the likelihood of covering certain habitat, soil and landscape character types. EES includes the Vegetation and Landscape (V&L) survey, the Soil Sampling and Assessment (S&A) survey, and the Soil Classification survey.

Further overview of the EES, and its component and associated surveys, can be found in Annex 4A.

1. Project Scope and Requirements

This specification describes requirements for the delivery and management of the EES Soil Sampling and Assessment Survey (further called “the survey”). The contract is for delivery of the surveys on up to 150 monads. The overall aim for 2025/26 is to survey up to 500 monads, of which up to 350 surveys are delivered through an existing service agreement. The actual number of surveyable monads under this contract will be less than 150 as a result of factors, such as constraints to soil sampling and change in access to land. The successful supplier must be able to deliver the survey on between 120 and 150 monads. Each monad has between 1 and 6 soil sampling plots associated with the vegetation plots. There will be up to 3.7 plots potentially suitable for soil survey, on average, per monad. The average is “up to” since some plots will become unavailable between now and the survey.

Provisional location of monads are provided in Specification Annexes: 2A, 2B, and 3.

The survey work is to be carried out as described in the Specification Annex 1 EES Soil Sampling and Assessment Survey Field Manual, which, together with its 10 appendices and the Field Manual Annexes is further referred to as the Field Manual.

The contract for the soil S&A survey will run from **May 2025** until the **end of March 2026**. The training will be delivered by NE in **July and August 2025**. The survey is to be delivered continuously from the beginning of **September until end of March 2026**. The contract will cover the planning and delivery of soil sampling at co- located vegetation and landscape targeted areas within a monad. Each monad contains between 2 and 6 plots associated with the vegetation plots.

2. Outline of roles and responsibilities

This is a large and multifaceted project, with complexities arising from the scale of delivery, relationship between the soil, and vegetation and landscape surveys, analysis laboratories and multiple contractors involved. Contractors working with us will need to have project managers, coordinators, and other administrative capacities commensurate with the scale of delivery, as well as the necessary skills and field work experience to undertake the surveys.

Efficient and timely delivery of the field survey and analysis requires clear division of responsibilities and lines of communication. Key requirements are set out here:

Natural England will:

- Review and approve capacity and experience of the proposed survey staff or subcontractors.
- Purchase and deliver field survey equipment and provide replacements and spare parts for the equipment during the surveys.
- Specify the type and quantities of consumables, such as sample bags, to be purchased by the survey contractors.
- Supply the list of monads to be surveyed under this contract.
- Supply survey information packs (SIPs) for the allocated monads on SharePoint Online (SPOL) with contacts and conditions for agreed land access, utilities and unexploded ordnance (UXO) desk-study reports and risk assessments, and information on other restrictions, e.g. risks to historic environment.
- Supply the Field Manual, maps and data collection forms, Field Maps and Survey123 data collection apps;
- Set up data access licences and ArcGIS Online (AGOL) accounts for the surveyors.
- Maintain a supporting surveyor library on SPOL, containing Field Manual and other information needed for the survey.

- Provide online and field training for the surveyors before the beginning of the survey season at times agreed in the contract.
- Review survey schedules with the lead contractor and plan Quality Assurance (QA) accompanied visits by NE staff.
- Carry out desktop checks of completed plots, including Field Maps and Survey123 data, and weekly sample receipt log from laboratories.
- Carry out accompanied QA visits during the surveys, provide feedback during and after QA visits, request corrective actions to be taken by the surveyors.
- Organise weekly drop-in and monthly online feedback sessions for the surveyors during the survey.
- Answer surveyor queries regarding survey methodology and use and maintenance of the survey equipment.
 - Collect surveyor feedback, review it, propose improvements to be made, and agree actions to be taken by each project partner e.g. through improvements to processes and project documentation.

The lead contractor may also be the survey contractor. Lead contractor may subcontract the work to survey contractors or act as a sole survey contractor.

The lead contractor will:

- Provide information on and agree the choice of survey contractors with NE.
- Subcontract survey contractors who will be able to meet requirements of this specification.
- Manage survey contractor capacity, including enough back-up surveyors being trained before the surveys begin.
- Provide an initial survey schedule, with named surveyors (at start of contract) and live information and updates to NE throughout the survey season.
- Manage communication with landowners to alert them to indicative survey dates for their land, at the start of the season and throughout of the season; this is to be done by post or by email as a reminder, without no response from landowners required at this stage (for the information provided to landowners please see the Specification Annexes 4A and 4B).
- Facilitate NE's quality assurance (QA) strategy through accompanied surveys (NE in-house surveyors with contract surveyors).
- Ensure QA findings are disseminated and embedded in delivery of the surveys.
- Agree practices, set up tools, and manage lines of communication between themselves, the survey contractors, and NE.
- Ensure surveyors are aware of additional guidance, clarifications, and reminders provided by NE.
- Ensure survey contractors log survey status in the survey tracker.
- Ensure survey contractors are submitting all required data at agreed times.
- Follow up with surveyors where data has not been submitted.

Survey contractor will:

- Ensure enough staff and back-up staff to deliver the number of sites committed to are available throughout the survey season.
- Ensure staff are competent and confident in carrying out the surveys safely and to specification.
- Arrange for all surveyors, including back-up surveyors, to prepare for and attend the online and the field training (no training is provided during the survey season).
- Provide mandatory training to survey staff. Before field training, the personnel must be trained in: outdoor first aid, avoiding danger from underground utilities and use of cable avoidance tools (CAT and Genny), UXO awareness, asbestos awareness, and manual handling.

- Plan, resource and prepare for the surveys so that the work can be completed according to the Field Manual and training received and within the survey season.
- Carry out biosecurity and sample cross-contamination prevention procedures.
- Purchase consumables to specification and in quantities required for the surveys as instructed by NE.
- Provide survey staff with adequate health and safety systems, training, line management support, and specialist health and safety support where advice is required.
- Provide all survey staff with sufficient good quality personal protective equipment appropriate for the season and site conditions.
- Review SIPs minimum 20 working days in advance of the surveys and, where required, request UXO engineer's support from NE.
- Contact landowners a minimum 10 working days in advance of the survey to confirm access and, if not available already, obtain necessary site information e.g., hazards, access to site, and parking.
- Update the survey tracker and ensure landowners, and involved third parties, are notified upon a change to survey plans.
- Carry out the survey of all accessible and suitable soil sampling plots in the monad according to the Field Manual.
- Submit correct Survey123 and Field Maps data on the day of collection.
- Send samples to laboratories on a weekly basis following the methods and time limits detailed in the Field Manual.
- Attempt to re-survey plots where the original survey had to be abandoned due to circumstances listed in this specification.
- Record all communications (including attempted communications) with the landowners/occupiers in the Communications Form within time limits agreed with NE.
- Actively seek assistance and provide feedback through phone calls, chat groups, email, questionnaires, and agreed mid- and post-survey workshops.
- Regularly check for updates on methods, answers to queries, and guidance provided through chat groups and emails.
- Enable NE to carry out quality assurance of the surveys through assisted surveys and act on feedback received.
- At the end of the survey season complete surveyor feedback questionnaire, attend online feedback exchange session, and contribute to collaborative production of a feedback summary document; provide comment on proposed improvements.

3. Tasks and Deliverables

This section gives detailed requirements for the lead contractor and the survey contractors to be fulfilled under the contract. They are grouped by the topic. The deadlines for completion of key tasks are given in section 6 Reporting and Milestones.

3.1 Coordination of surveys and survey resources

This contract is for delivery of surveys on between 120 and 150 monads across England in the 2025/26 survey season. Each monad comprising 3.7 survey plots, on average, thus the contract is for delivery of survey on between c. 444 and 555 plots. The survey season will have two parts: from 1 September 2025 until 12 December 2025 and from 5 January 2026 until 13 March 2026. It will have 25 survey weeks. Unless agreed otherwise, the survey teams must have capacity to work from the beginning of this period, and survey for at least two out of four weeks, spread out across the survey season.

When scheduling first surveys, the survey contractors must make time allowance for a potential one additional training and re-assessment in the week following the training week. Therefore, the first

survey is to be scheduled for the second week after the training week, at the earliest. Only one additional training and re-assessment will be allowed in case of no-pass results for new surveyors at the training.

The lead contractor will contract sufficient number of survey contractors with capability to deliver surveys as per this specification. The survey contractors are to work in teams of three field surveyors. Experienced contractors may decide that a team of two will be sufficient, such decision is at their discretion. The maximum number of the survey contractor teams that can be commissioned under this contract is 15. This is also the maximum number of the survey equipment sets that will be provided by NE.

The contracted field surveyors must secure enough staff to be able to fulfil their contractual obligations without the need for extra training during the survey season. This is to be done by having enough back-up surveyors trained prior to the survey season. The number of back-up surveyors is to allow for normally expected staff turnover and absences from work. The lead contractor will agree the choice of survey contractors with NE. NE reserves the right to reject proposed sub-contractors if they do not have suitable experience and systems in place to deliver the surveys safely and to required standards. The lead contractor is to ensure that the survey contractors comply with competency and training requirements.

All three members of a survey team must be educated to a degree level in an environmental discipline, e.g. environmental management, ecology, agriculture or have field survey experience, e.g. as a survey technician, student placement, volunteering. Minimum one person per survey team, who will have the role of the survey team leader, must have a minimum of 2-year experience in leading field surveys, including work in the winter and on remote sites.

The lead contractor will agree how they will work with the survey contractors to ensure they fulfil their requirements described in this specification.

At the beginning of the contract, once agreements with the survey contractors have been made, the lead contractor will provide the following details for each survey team to NE:

1. List of monads assigned to the team.
2. Location from which the team will operate.
3. Location and contacts for delivery of survey equipment.
4. Date when the team plans to begin the surveys.
5. Training week each team will attend.

3.2 Estimated Effort

There will be between one and six soils plots per monad. The average number of potentially surveyable plots per monad in the provided provisional dataset is 3.7. This number will get reduced, experience so far indicates that there will be on average of three to four potentially surveyable plots per monad at the beginning of the survey. The average survey time per average monad for a team of three surveyors, including arranging access, preparations, coordination and office support is c. 20 person days. The estimate also includes pro-rated work done before the survey, such as attendance of the online and field training, familiarisation with the methods, and preparation of equipment. The factors used in the estimate are presented in Pricing Schedule Annex 1 - Cost Estimate Workbook, provided in the tender documents pack.

If using different or additional assumptions, in the relevant tender evaluation question, you must explain why and which parts of the assumptions you have changed. This could be based on your experience in delivering EES Soil Sampling and Assessment Survey.

3.3 Costing

The payments in the contract are for the number of plots completed or for plots where access could not be confirmed. All the preliminary, during survey, and post-survey, costs, including management costs, are to be pro-rated per minimum expected number of plots of 444 (120 monads, 3.7 plots on average). We require the contractors to provide two fixed price costs:

1. For plots where you carried out survey to required standards, where completion was validated by NE. This cost must be based on the survey effort estimates described in the Estimated Effort section. This cost must also include the pro-rated cost per preparation, training, preliminary and post-survey season work, management, typical mileage and subsistence. These are called "Completed Plots".
2. For plots where you were not able to arrange access, where the reasonable effort to contact the landowner was made. This cost is to comprise the cost of preparation and coordination work carried out before the access was refused or deemed unsuccessful. It is also to include pro-rated costs for the preparation, training, preliminary and post-survey season work, and management. These are called "No-access Plots".

The total cost of the contract, for the purpose of the commercial tender evaluation, will be:

Total cost = fixed price per Completed Plot * 555 * 0.9 + fixed price per No-access Plot * 555 * 0.1.

All costs to be quoted excluding VAT. The price per Completed Plot is to include all expenses, excluding VAT paid by you to the third parties (you will recover VAT paid in your own VAT return).

Explanation: This will be the total maximum (ceiling) cost for the contract, where 10% of the total number of plots will be No-access Plots and that 90% of the total number of plots will be Completed Plots. The actual cost, and thus total payment made to the supplier, will be lower as it will be based on the actual number of Completed Plots and No-access Plots from the set provided before the survey begins. The actual numbers of the plots will be lower due to a proportion of the plots becoming unavailable or unsuitable for the survey between now and when the survey is attempted. You need to have capacity to complete the maximum number of the surveys, i.e. 555 plots across 150 monads.

The estimated minimum number is 444 surveyable plots across 120 monads. This number is the best estimate, but there is some risk that it may be lower. NE is not able to reduce this uncertainty further. We require the contractor to accept this risk and adequately cover it through their fixed costs and staff allocation strategy over the survey season.

Since there is no practical way for bidders to reliably work out what effort is required to carry out the survey, we require the bidders to use the costing estimates spreadsheet provided in the Pricing Schedule Annex 1 as a guidance. Where different assumptions are used or additional costs added, we need explanation of the rationale for the change or addition, respectively. Bidders experienced in EES Soil S&A Survey work, can use their own estimates, explanations of the modifications and factors behind the estimates are still required. We will use your answers to tender questions to assess whether the work is priced realistically.

3.4 Surveyor Set-up

NE will supply equipment listed in the Field Manual Annex 3. The lead contractor will facilitate supply of equipment by NE. The lead contractor will supply NE with a list of surveyor names, email addresses, and mobile phone numbers. Company email addresses, not personal ones, will be required.

Surveyors should familiarise themselves with the data collection apps and survey resources before attending the formal training. The main data collection apps are Esri products: Survey 123 and Field C29031

Maps, for which training will be given and supporting guidance provided. Surveyors will also need to use geolocation device, Juniper Systems GNS3 receiver (supplied by NE), in conjunction with data collection apps to locate and capture survey points.

3.5 Access Permissions

The lead contractor will contact all landowners at the start of the season, or at least 6 weeks before survey, to alert them when surveys will take place based on the planned survey schedule. This contact can be by post or by mail, and can be done in tranches throughout the survey season. This is to be done as a reminder only and no response from landowners will be required at this stage. They may provide additional information if they wish.

In addition, a minimum of 10 working days before the planned survey date, surveyors must make contact with landowners to confirm survey date(s), and, if required, ascertain any site-specific information that may affect surveys, such as presence of farm animals and parking. Surveyors must check if such information has not already been given at the time of the previous survey, so as not to ask for the same information again.

NE will supply contact details for all land where permission has been obtained to survey in each monad, and make this available before the start of survey season. NE will provide a template letter, and checklist of points to cover when contacting the landowners. All communications must be recorded in the Communications Form in the Survey Information Pack for each monad. This will enable effective and safe sharing of this information with teams accessing the site for other elements of the ESS. The visit date should align with the identified survey schedule, and any changes arising from the landowner response should immediately be made to the survey planner, to inform quality assurance planning. If any surveys are cancelled, the survey contractor must inform the landowner and any involved third parties, e.g. UXO engineer, tenants, about this.

NE will supply the appropriate data licences covering the use of personal data for the purposes of EES, to be signed by the lead contractor and survey contractors. Privacy notices explaining the use of personal data have been supplied to all landowners whose land is included in the survey.

3.6 Training

The training consists of an online and field training. Online training will take half of a day. Field training will take four days, Monday midday to Thursday 3pm, not including travel. The lead contractor will arrange for all field surveyors and back-up field surveyors to prepare for and attend the online and field training. Only personnel trained by NE and deemed competent will be permitted to carry out the survey. Minimum two team survey members must be trained by NE and pass the assessment before commencing survey delivery. A third member of the team, if untrained by NE, can only have assisting role and not carry out sampling themselves.

The competency will be assessed during the field training. The assessment will comprise continuous assessment during the training and a practical test at the end of the training. During the assessment each trainee will need to demonstrate correct execution of all sampling and assessment methods appropriate for the training site.

Survey contractors should allow for costs associated with additional training and re-assessment of trainees who do not pass the assessment. NE will organise additional 1-day field training and 0.5-day assessment. Only one opportunity for re-assessment will be provided. This may be organised as a part of another field training and may require travel to a different site. Maximum 3-teams (9 persons) will be given a guaranteed re-assessment opportunity.

All surveyors must do the following before the field training:

- a. Complete the online training.

- b. Familiarise themselves with and prepare field survey equipment, and consumables in the same way as they would for the survey.
- c. Familiarise themselves with the field manual and its appendices to be able to make effective use of them during the training.
- d. Familiarise themselves with the online survey planning systems, site information packs and online maps.
- e. Set-up their iPads by downloading Field Maps and Survey123 apps, offline areas for the training, and survey forms.

Surveyors must have with them at the training:

- a. Complete equipment ready for the work. All items received, unpacked, segregated into items needed in the field and spare items, placed into toolboxes.
- b. Set of consumables and biosecurity clean-up kit.
- c. Electronic or paper copies of the field manual with appendices.
- d. All essential PPE suited for the job. This includes, work gloves, waterproof gloves, safety specs, and ear defenders.
- e. Waterproof clothing, waterproof boots, and wellingtons.

Throughout the training, NE trainers will assess:

- a. Active participation in the training, ability to use the field manual to seek clarifications on the methods being taught, asking for help when necessary.
- b. Completion of all survey elements correctly, with support of their team and trainers from NE.
- c. Fieldwork competencies and behaviours essential to manage typical hazards.
- d. Absence of unacceptable behaviours, such as non-compliance with risk assessments, not following instructions of the trainers, passive participation.

The practical test at the end of training will include sampling of a mock survey location on the morning of the last day of training. It is anticipated that the test will take between 4 and 5 hours. Each survey team will have to complete locating and sampling of at least one sampling point per member of the survey team. Each team member will have to do all the elements of the survey appropriate for the site conditions. Following the fieldwork, the team will need to demonstrate correct clean-up, biosecurity, and sample management procedures, including packaging for postage.

During the field assessment, NE trainers will assess:

- a. Ability to work as a team and follow the training that has been given.
- b. Ability to follow instructions in the field manual and self-correct.
- c. Ability to identify where help from NE staff is needed, e.g. seeking advice on obtaining good quality samples in unusual ground conditions.

Results of the assessment will be communicated on the next working day following field training.

Before field training, candidate surveyors must be trained in: outdoor first aid, avoiding danger from underground utilities and use of cable avoidance tools (CAT and Genny), UXO awareness, and manual handling.

Surveyors who have previously carried out the surveys must attend a refresher before the survey season. The refresher training will be given on two days, Tuesday and Wednesday, of the training week. Surveyors attending the refresher will be assessed during practical exercises. Feedback will be provided at the end of the training. It is expected that they will be competent, in an unlikely even of this not being the case, they will be asked to attend the training again before allowed to survey.

The training will be delivered in July and August. Two training weeks will be organised, with the limit of 30 trainees attending each training week. The dates are given in the Reporting and Milestones C29031

section, further in the specification. The likely training locations are: a site near Peterborough and a peat site within c. 0.5h driving distance, and Southwell (Nottinghamshire) and a peat site within c. 1h driving distance. One day of training takes place at a peat site. NE will confirm the locations minimum four weeks in advance of the training.

3.7 Field Survey

The survey is to be carried out throughout the periods from 1 September until 12 December 2025 and from 5 January 2026 until 13 March 2026. There will be 25 survey weeks in total. The work is to be carried out in accordance with the methods given in the EES Soil Sampling and Assessment Survey Field Manual v3.0.

Due to overlap of the survey season, is not possible to provide the version of the manual which will specify the survey delivery in the 2025/26 season. This document and associated annexes will be subject to review and revision after 31 March 2025. Changes to improve the quality of survey results, clarity of the report, and ease of survey will be made. Prior to implementation changes will be consulted with the survey contractor(s).

The information contained in the Field Manual provided as a part of this tender is to be used only for the purpose of tendering for the EES Soil Sampling and Assessment Survey contract 2025/26. Publications or use of any derivatives of the data in other projects, including any maps, screenshots, coordinates, are not allowed. Please note, that survey uses innovative methods which have not yet been validated.

3.8 Equipment and Consumables

The surveys require specific and dedicated equipment as identified in the field manual. The lead contractor will be responsible for distributing equipment held by NE to field teams, and for purchasing of new and replacement equipment as instructed by NE. NE will provide each team of the survey contractor with the equipment listed in the Field Manual Annex 3.

The lead contractor will arrange for the survey contractors to get reimbursed for the purchased consumables and replacements of low-value equipment <£100 (to be confirmed) due to wear and tear. The lead contractor will purchase consumables listed in the Field Manual Annex 3 and Pricing Schedule Annex 1, "Consumables and postage" tab, to NE's specification and distribute the supplies to survey contractors ensuring they always have enough of them to survey.

An inventory and tracking log will be maintained and serial numbers of high value items such as iPads and GNSS receivers recorded. The lead contractor will organise repair or replacement of failed equipment under warranty, or purchase of replacements on agreement with NE. At the end of the contract the lead contractor will arrange transfer of equipment from the survey contractors to NE.

4. Project Management and Co-ordination

4.1 Project Management

Given the complexities and interdependencies in EES field delivery, it is essential that lead contractor has dedicated management resource. Lead contractor management team will need to work closely with the NE contract management and project management team, EES technical lead and nominated field survey coordinator. Key requirements of the lead contractor are:

- Dedicated Project Manager, and dedicated coordinator, to support to support logistics for equipment, samples, training, surveyor communications, meetings, performance information and project documentation.
- A clear project management plan in an agreed format (NE can provide a template) to include overarching delivery schedule (Gantt chart), deliverables, with roles and responsibilities of

contract staff, risk and issues log, project dependencies, contract milestones, communication plan etc, provided two months before survey delivery begins. The plan will be a living document updated regularly by the contractor project manager.

- Maintenance of a live survey schedule and tracker, discussed in section 5.2 below. A template and accessible storage location for this will be provided by NE to allow for integration of different contractor trackers into a live dashboard.
- Shared project space for meeting notes, recordings etc and project management tools;
- Weekly progress reporting, with risk and issues identification and tracking. This will;
 - Report on the number of plots and monads surveyed against the field survey plan.
 - Report on the number of plots and monads delivered – the data has been uploaded and verified onto the data collection app and samples sent for analysis.
 - Report on the number of samples that have been sent for analysis and where they have been sent to.
 - Provide a forward look on the survey activity at least 4 weeks ahead.
 - Report on active risks and issues
 - Report on actual duration of individual monad field surveys
- With NE agree a structure and format for progress and delivery meetings, with clear escalation routes if problems arise. Capability to manage weekly delivery meetings is a minimum requirement.
- Deputisation to cover periods of leave or other absence;
- Ensuring survey teams have all equipment they require and ways of quickly obtaining spare parts and replacements, as agreed with NE.

A Project Initiation meeting, in-person if possible, including a presentation on the lead contractor's understanding of the methodology and how they intend to deliver the project will be held as soon as possible and at a mutually agreed date following contract award.

The lead contractor will schedule weekly project meetings, via MS Teams, for the duration of the contract. Subject to all project milestones being 'on track' and the NE Project Manager confirming they are satisfied that all risks and issues are being managed to their satisfaction, NE Project Manager may, under their discretion, reduce the frequency of project meetings. The project meetings will discuss actions from last meeting; project progress against milestones; risks and issues; payment schedule and any other business as required.

All parties to this agreement are responsible for raising risks and issues as they arise. Risks and issue should be raised via weekly delivery meetings, or by email as soon as they arise, with management action logged as part of the contractors risk and issues log.

The lead contractor will convene additional project meetings on an ad-hoc basis as required, should issues impact on project delivery, cause a risk of project delays, or other issues that require a more rapid response outside the scheduled meeting timetable.

NE will arrange for the optional weekly and mandatory monthly feedback sessions for the survey contractors (one session for all survey contractors).

A mid-season and end of season review workshop will be arranged with the contractor's surveyors to allow lead contractor and NE to understand issues experienced in the field and any lessons learned that will inform the remainder of the season.

An end of season online survey, followed by an online workshop between the lead contractor and NE will be arranged to review the main recurring problems, identify their likely causes, produce potential

solutions, shortlist the solutions, and agree parties responsible for their implementation. The results of the workshop will be reported in the final report from the survey to accompany the field and laboratory data.

4.2 Survey Co-ordination

Effective and pro-active survey co-ordination is central to efficient survey delivery, contributing to surveyor well-being and minimising risks. Key requirements for the lead contractor are:

- Dedicated survey co-ordinator, one full-time staff working solely on coordination of the EES Soil S&A survey, minimum.
- Production of a provisional survey schedule. With details of monad allocations to each survey contractor teams. The survey schedule and the tracker need to take account of any timing restrictions imposed by site designations or features, or requested by the landowner; agree any changes to the schedule with NE at the earliest possible date;
- NE will supply monad and plot location details as stated in the Reporting and Milestones section;
- Establish a schedule for the season based on NE's survey tracker, and ensure this is kept up to date throughout the season as a live record of progress and planned surveys; Surveyors must update the survey tracker sheet within one day of a change to survey status; this is essential to aid survey co-ordination between different contractors, and to support communication and progress monitoring.
- Timely allocation of monads to surveyors to allow planning and timely contact of landowners and other site contacts, such as tenants;
- Request UXO watching brief where the site UXO risk assessments require it. The survey contractor must inform NE of this requirement at least 20 working days in advance of the survey.
- Ensure surveyors send and synchronise Survey123 and Field Maps data daily (when surveying);
- Ensure site access information is captured in the Communications Form, for each monad, on SPOL; survey visits must be co-ordinated to minimise landowner contact as far as possible;
- Ensure surveyors respond to request for information and feedback to NE and co-ordinate responses;
- Facilitate NE's quality assurance strategy through timely scheduling, to allow NE to have a provisional quality assurance delivery plan at least 10 working days before the start of survey.

4.3 Survey Communications

The lead contractor will be responsible for managing the flow of information between NE and field surveyors. NE will provide support through phone, WhatsApp chats, and email. A communication plan will be developed and agreed before field survey commences, reflecting the roles and responsibilities set out in section 3.

4.4 Quality Management

Lead contractor collates and provides short bios of candidate surveyors to NE so that their experience can be checked (at the time of tendering).

The lead contractor ensures that surveyors have necessary skills and experience for carrying out surveys in a given area and time of the year. Survey Contractors field surveyors must have skills necessary for carrying out survey work safely in remote environments.

NE are intending to accompany each survey team at least once at the beginning of the survey season (QA visit) for quality assurance purposes. To do this, NE requires a confirmed survey schedule for the start of the season, at least two weeks before the first survey commences.

The lead contractor will ensure that findings of QA visits communicated by NE are relayed to specific teams, or more widely, e.g. at monthly feedback sessions, where general issues are found. The corrective actions may come from quality assurance of: field surveys, condition of samples arriving at the laboratories, submitted data, communications, reminders and clarifications regarding survey methodology. Survey contractor needs to allow for additional time and effort that may be required to ensure the corrective and preventative actions have been taken.

NE shall not be deemed liable to pay for any rework of surveys that have not been done as specified in the Field Manual.

NE will confirm completion status of a survey plot when survey is reported as complete by the survey contractor. A survey plot is considered complete when:

1. Survey has been completed in accordance with the Field Manual, training, and additional clarifications provided by NE (for items not specified in the Field Manual).
2. Data from Survey123 and Field Maps have been sent and synchronised.
3. Receipt of samples and their condition verified by the laboratories. The samples must be correctly packaged and sent within the time limits specified in the Field Manual.
4. Plot options surveyed and other detail filled in the survey tracking spreadsheet.
5. Landowner Communications Form updated.
6. Incident form submitted, where necessary.

NE will assess satisfactory completion based on the Survey123 and Field maps data, and feedback from the laboratories, within two weeks of data submission. Where survey is done accompanied by NE's surveyors, their observations and feedback will be used to directly assess completion to specified methodology. Findings will also be collated, and the lead contractor must ensure any findings communicated by NE are relayed to specific teams, or more widely where general issues are found. The work will only be paid for when there are no indications of divergence from the field manual, unless a justification has been provided and accepted by NE.

Any questions or concerns arising from NE's completion checks will be followed up with the Survey Contractor. Where it is apparent the Field Manual has not been followed satisfactorily the Survey Contractor will be asked to re-survey the later. If re-visit is not possible the plot will not be deemed complete. NE reserves the right to prohibit survey contractors or individual survey teams from further if they repeatedly fail to deliver surveys to required standards.

The EES soil surveys use a novel methodology, and the work is carried out in the widest range of environments possible for a soil survey in England. This causes uncertainties in the actual time required to carry out the work. There will be circumstances where surveyors will be required to stop the data collection on a particular plot and attempt to re-survey it in the future. These circumstances include:

- Temporarily restricted access to survey location.
- Unexpected severe weather conditions (particularly in remote locations).
- Surveyor ill health.
- In field/dynamic risk assessment identifying a temporary hazard.
- Equipment breakage resulting from wear and tear.

The contractor will be required to re-attempt survey for up to two times. Should re-visit not be possible, the survey in such plot(s) will be considered complete.

Where surveys could not be completed due to rescinded access, either before or during the survey, a plot will be considered a Non-access Plot, and the agreed reduced payment for it will be made. See the Costing section for details.

4.5 Health and Safety

Surveying can involve navigating over open countryside carrying heavy equipment. It may also take place during periods of poor weather conditions and poor visibility. A site risk assessment should be undertaken in advance of each survey event.

Lead contractor is responsible for checking that the survey contractors have robust health and safety procedures in place for employees and sub-contractors, including:

- remote site working procedures, including providing mobile-phone independent means for surveyors to call emergency services;
- site-specific risk assessments;
- site-specific biosecurity measures.

All surveyors are expected to be familiar with their site risk assessments and carry a copy with them when surveying. In addition, surveyors will be expected to carry out dynamic risk assessments and to stop the survey if a task that puts anyone in danger. Accidents and near hits will be reported to NE through an agreed process. A health and safety reporting form are available in the Surveyor Library.

5 Biosecurity

Surveyors must follow NE's good practice guidance on biosecurity as specified in the Field Manual. You must adhere to strict biosecurity measures when carrying out surveys. Surveyors need to carry out site-specific risk assessments prior to site visits and comply with the local biosecurity requirements.

6 Reporting and Milestones

ID	Delivery milestone	Deadline	Payment
	Contract starts;	19/05/2025	
	Project inception meeting (project plan, mobilisation of resources, key dependencies, communications and ways of working). List of proposed improvements to the Field Manual shared by NE.	w/c 19/05/2025	
	NE and lead contractor to agree plan for supply of equipment	06/06/2025	
	Proposed Field Manual revisions agreed in principle	13/06/2025	
MS1	Project plan approved by NE. List of attendees for training, surveyor emails and phone numbers provided; data sharing licences signed;	13/06/2025	1 st payment
	Final version of the Field Manual issued	TBC	
	Equipment delivered to survey teams to be trained in July	11/07/2025	
	Online training (0.5-day), day TBC	w/c 30/06/2025	
	Field training, 3 x 4-day in-field sessions proposed – all surveyors must attend one of the three	28/07 - 31/07/2025, 11/08 - 14/08/2025, 25/08 - 28/08/2025	
	NE grants access to SIPs and Survey Planning Map	18/07/2025	
MS2	Provisional survey schedule and tracker approved by NE	25/07/2025	2 nd payment
	Lead contractor begins contacting landowners to remind	28/07/2025	

	them about upcoming surveys		
	Equipment delivered to survey teams to be trained in August	25/07/2025	
	If required, subject to availability, re-assessment	25/05 – 28/05/2025	
MS3	Survey teams trained and ready to survey	29/08/2025	
MS4	Survey starts	01/09/2025	
MS5	100 plots surveyed; completion validated by NE	06/10/2025	3 rd payment
MS6	200 plots surveyed; completion validated by NE	01/11/2025	4 th payment
MS7	300 plots surveyed; completion validated by NE	01/11/2025	5 th payment
MS8	Mid-season review	15/12/2025	6 th payment
MS9	400 plots surveyed; completion validated by NE	01/01/2026	7 th payment
MS10	500 plots surveyed; completion validated by NE	01/02/2026	8 th payment
MS11	555 (up to) plots surveyed; completion validated by NE	13/03/2026 (last survey)	9 th payment
MS12	Feedback form completed; online feedback session	25/03/2026	10 th payment

Annexes – The following documents have been shared:

- Specification Annex 1 - EES Soil Sampling and Assessment Survey Field Manual v3.0 – for tender; including ten Field Manual Annexes
- Specification Annex 2A - Specification Annex 2A Indicative Location of Monads
- Specification Annex 2B - Summary Statistics for 150 Monads
- Specification Annex 3 - Provisional monad and 1ha square locations - ESRI shapefiles: "AltContractor1haSquares2025", "AltContractor1haMonads2025"
- Specification Annex 4A - EES info sheet v1.3
- Specification Annex 4B - Landowner FAQs

Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated

1.1 The Charges:

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

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

2. Rates and Prices



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A copy will be provided via Atamis portal.

3. Currency

All Supplier invoices shall be expressed in British Pound Sterling, or such other currency as shall be permitted by the Authority in writing.

4. Variations

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

5. Electronic Invoicing

5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

- 5.2.1 the date of the invoice;
- 5.2.2 a unique invoice number;
- 5.2.3 the period to which the relevant Charge(s) relate;
- 5.2.4 the correct reference for the Contract
- 5.2.5 a valid Purchase Order Number;
- 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
- 5.2.7 a description of the Deliverables;
- 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);

- 5.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 5.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 5.4 Invoices submitted electronically will not be processed if:
- 5.4.1 The electronic submission exceeds 4mb in size
 - 5.4.2 Is not submitted in a PDF formatted document
 - 5.4.3 Multiple invoices are submitted in one PDF formatted document
 - 5.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission



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A copy will be provided via Atamis portal.

Annex 5 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

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

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:
 - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
 - 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
 - 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
 - 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
 - 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);
 - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> • Government Department; • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;

"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

"Insolvency Event"	occurs in respect of a l e g a l person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any a r r a n g e m e n t with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;

"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4));
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

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

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

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

2.5 the singular includes the plural and vice versa;

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

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union

(Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“EEA”) agreement (“EU References”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word ‘including’, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

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

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

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

3. How the Contract works

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

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

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

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.
- (m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third-party during Delivery of the Goods unless and to the extent that it is

caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

- (a) Late delivery of the Services will be a breach of the Contract.
- (b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.
- (i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

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

5.2 All Charges:

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

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

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

5.4 A Supplier invoice is only valid if it:

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

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

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

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

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

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

6. The Authority's obligations to the Supplier

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

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

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

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

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

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

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

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

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

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

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

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

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

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

then the Authority may:

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

8. Supplier staff

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

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

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

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

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

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

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

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

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

(g) it is not impacted by an Insolvency Event.

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

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

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

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

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

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

10. Intellectual Property Rights (IPRs)

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

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

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

10.5 If any claim is made against the Authority 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 Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

- (a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third-party intellectual property rights;
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

Ending the Contract without a reason

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

When the Authority can end the Contract

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

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

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

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

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

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

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

- (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
- (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
- (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) [whichever is higher] unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

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

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

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

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

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

13. Obeying the law

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

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

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

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

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

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

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

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;

- (c) the risks to the rights and freedoms of Data Subjects;

- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

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

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

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

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

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

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

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

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

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

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

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

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

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

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

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

16. What you must keep confidential

16.1 Each Party must:

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

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

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

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

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

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

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

17. When you can share information

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

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

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

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

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

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority 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 when sent unless an error message is received.

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

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

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

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

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

28. Health, safety and wellbeing

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

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

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

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

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

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

29. Business Continuity

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

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

30. Whistleblowing

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

30.2 The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact [REDACTED], Director of Legal Services at Horizon House, Deanery Road, Bristol BS1 5AH, email [REDACTED] mobile [REDACTED], and

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy".

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

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

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

(b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from

or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

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

32. Publicity

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

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

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

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

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

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

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

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

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

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

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

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

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

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

36. Which law applies

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

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

