

## DPS Schedule 6 (Order Form and Order Schedules)

### Order Form

ORDER REFERENCE:	BE24194
THE BUYER:	The Department for Energy Security and Net Zero (DESNZ)
BUYER ADDRESS:	3 – 8 Whitehall Place, London, SW1A 2EG
THE SUPPLIER:	Verian Group UK Limited
SUPPLIER ADDRESS:	4 Millbank, London, SW1P 3JA
REGISTRATION NUMBER:	13663077
DUNS NUMBER:	22-834-0905

#### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 23rd December 2024. It's issued under the DPS Contract with the reference number **BE24194** for the provision of **Smart Metering Interim Programme Evaluation (IPE)**

#### DPS FILTER CATEGORY(IES):

RM6126 – Research and Insights

Filters:

#### Environment and Infrastructure:

- Energy (renewables and fossil based)

#### Evaluation and Evidence Synthesis:

- Impact Evaluation
- Theory based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling.

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## ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **BE24194**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **BE24194**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for **BE24194**
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer) – PART C and E Applies
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 9 (Security) – PART A Applies
    - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility)
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1 – In addition to Clause 15 of the RM6126 Core Terms, the Supplier agrees to the additional Non-Disclosure Agreement.

Special Term 2 – The Buyer reserves the right to terminate this contract at any time providing no less than 30 days' notice in writing to the supplier.

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**ORDER START DATE:** 23rd December 2024

**ORDER EXPIRY DATE:** 22nd December 2026

**ORDER INITIAL PERIOD:**  
24 Months.

**DELIVERABLES**

See details in Order Schedule 20 (Order Specification)

**MAXIMUM LIABILITY**

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

**ORDER CHARGES**

See a detailed breakdown of the initial charges in Order Schedule 5 (Pricing Details).

- The total value of Phase 1 shall not exceed [REDACTED] excluding VAT
- The total value of Phase 2 shall not exceed [REDACTED] excluding VAT.

There is no commitment to utilise Phase 2 of the contract and DESNZ shall inform Verian Group UK Ltd of the decision to exercise Phase 2 of the contract no later than 1<sup>st</sup> October 2025.

The total contract value should both Phase 1 and Phase 2 be utilised shall not exceed £879,391.04 excluding VAT in alignment within Order Schedule 5 – AW5.2 Price Schedule.

An additional budget of £70,000.00 excluding VAT shall be retained by DESNZ in relation to unforeseen evaluation services. There is no commitment to utilise the additional budget and, any additional services will need to be agreed in writing and, in advance with the Contracting Authority.

The total value of the contract should all options be utilised shall not exceed £949,391.04 excluding VAT.

**REIMBURSABLE EXPENSES**

Recoverable as stated in the DPS Contract

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**PAYMENT METHOD**

Details of payment stages will be agreed with the contractor. Broadly speaking, payment will be made upon receipt of a deliverable, subject to acceptance by DESNZ and upon receipt of valid invoice and Purchase Order. Initial payments to cover expenses may be given where need can be demonstrated.

**BUYER'S INVOICE ADDRESS:**

The Department for Energy Security and Net Zero c/o UK Shared Business Services Ltd, Queensway House, West Precinct, Billingham, TS23 2NF or email [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk)

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

Not Applicable

**BUYER'S SECURITY POLICY**

Not Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

TBC

**PROGRESS REPORT FREQUENCY**

Weekly

**PROGRESS MEETING FREQUENCY**

At a minimum, Fortnightly.  
Frequency shall vary over duration of contract.

**KEY STAFF**

[REDACTED]	The Department for Energy Security and Net Zero
[REDACTED]	The Department for Energy Security and Net Zero
[REDACTED]	– The Department for Energy Security and Net Zero
[REDACTED]	– The Department for Energy Security and Net Zero
[REDACTED]	– [REDACTED], Verian Group UK Limited
[REDACTED]	– [REDACTED], Verian Group UK Limited

**KEY SUBCONTRACTOR(S)**

RSM Group UK LLP  
CEPA LLP



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**E-AUCTIONS**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

See details in Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	10/01/2025	Date:	14/01/2025

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**Joint Schedule 1 (Definitions)**

**1.1** In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

**1.2** If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

**1.3** In each Contract, unless the context otherwise requires:

**1.3.1** the singular includes the plural and vice versa; **1.3.2** reference to a gender includes the other gender and the neuter; **1.3.3** references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

**1.3.4** a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

**1.3.5** the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;

**1.3.6** references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

**1.3.7** references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;

**1.3.8** references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

**1.3.9** references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

**1.3.10** references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;

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<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> </ul>
	<ul style="list-style-type: none"> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</li> <li>k) verify the accuracy and completeness of any Management</li> </ul>

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	Information delivered or required by the DPS Contract;
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>a) the Buyer's internal and external auditors;</li> <li>b) the Buyer's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>d) HM Treasury or the Cabinet Office;</li> <li>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</li> <li>f) successors or assigns of any of the above;</li> </ul>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant 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 Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;

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<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;

<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
<b>"Central Government Body"</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>

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<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,

	would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the DPS Contract or the Order Contract, as the context



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	requires;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> <li>a) applicable Start Date; or</li> <li>b) the Effective Date until the applicable End Date;</li> </ul>
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> <li>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</li> </ul>

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	<p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
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<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments
	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 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;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject Access Request"</b>	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;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Levy"</b>	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);

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<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);

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<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, 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) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer 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>has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	a) the Data Protection Act 2018;
<b>"DPS"</b>	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
<b>"DPS Application"</b>	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;

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<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

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<b>"End Date"</b>	the earlier of:  a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or  if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Contract Charges; or  ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or  iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the DPS Expiry Date or the Order Expiry Date (as the context dictates);



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<b>"Extension Period"</b>	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
<b>"Filter Categories"</b>	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</li> <li>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> </ul>

	<ul style="list-style-type: none"> <li>c) acts of a Crown Body, local government or regulatory bodies;</li> <li>d) fire, flood or any disaster; or</li> <li>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:               <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> </ul> </li> </ul> <p>any failure of delay caused by a lack of funds;</p>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"GDPR"</b>	i) the General Data Protection Regulation (Regulation (EU) 2016/679);

## DPS Schedule 6 (Order Form and Order Schedules)

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<b>"General Anti-Abuse Rule"</b>	b) the legislation in Part 5 of the Finance Act 2013; and  any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Good Industry Practice"</b>	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;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	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

	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services  <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> ;
<b>"Guarantor"</b>	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;

**DPS Schedule 6 (Order Form and Order Schedules)**  
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<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> </ul> <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a) a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	<p>where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and</p> <p><b>"Independent Controller"</b> shall be construed accordingly;</p>

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<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	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;
<b>"Initial Period"</b>	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p>

**DPS Schedule 6 (Order Form and Order Schedules)**

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	<p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

## DPS Schedule 6 (Order Form and Order Schedules)

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	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies;">https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</a></p>
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;

**DPS Schedule 6 (Order Form and Order Schedules)**  
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<p><b>"Key Subcontractor"</b></p>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
<p><b>"Know-How"</b></p>	<p>all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;</p>

<p><b>"Law"</b></p>	<p>any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;</p>
<p><b>"LED"</b></p>	<p>Law Enforcement Directive (Directive (EU) 2016/680);</p>
<p><b>"Losses"</b></p>	<p>all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;</p>
<p><b>"Man Day"</b></p>	<p>7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;</p>
<p><b>"Man Hours"</b></p>	<p>the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;</p>



**DPS Schedule 6 (Order Form and Order Schedules)**  
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<b>"Management Information"</b>	the management information specified in DPS Schedule 5 (Management Levy and Information);
<b>"Management Levy"</b>	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the DPS Appointment Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> </ul> is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"MI Reporting Template"</b>	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

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<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p>

**DPS Schedule 6 (Order Form and Order Schedules)**

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	<p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</p>
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	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>the actual Costs profile for each Service Period;</p>
<b>"Order"</b>	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Contract"</b>	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;

**DPS Schedule 6 (Order Form and Order Schedules)**

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<b>"Order Contract Period"</b>	the Contract Period in respect of the Order Contract;
<b>"Order Expiry Date"</b>	the date of the end of an Order Contract as stated in the Order Form;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
<b>"Order Form Template"</b>	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
<b>"Order Incorporated Terms"</b>	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
<b>"Order Initial Period"</b>	the Initial Period of an Order Contract specified in the Order Form;
<b>"Order Optional Extension Period"</b>	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Order Procedure"</b>	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);

<b>"Order Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
<b>"Order Start Date"</b>	the date of start of an Order Contract as stated in the Order Form;
<b>"Order Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
<b>"Other Contracting"</b>	any actual or potential Buyer under the DPS Contract;

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<b>"Authority"</b>	
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier.  <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Platform"</b>	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;

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<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>

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<b>"Protective Measures"</b>	<p>appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order</p> <p>Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
<b>"Recall"</b>	a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> </ul> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);



**DPS Schedule 6 (Order Form and Order Schedules)**  
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<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the</p> <p>Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing</p> <p>the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>"Relevant Authority"</b>	<p>the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;</p>
<b>"Relevant Authority's Confidential Information"</b>	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority</p> <p>(including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant</p> <p>Authority's possession in connection with a Contract; and</p>

	c) information derived from any of the above;
<b>"Relevant Requirements"</b>	<p>all applicable Law relating to bribery, corruption and fraud, including</p> <p>the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;</p>
<b>"Relevant Tax Authority"</b>	<p>HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;</p>
<b>"Reminder Notice"</b>	<p>a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;</p>

## DPS Schedule 6 (Order Form and Order Schedules)

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<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  a) the Deliverables are (or are to be) provided; or  the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>"Special Terms"</b>	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;

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<b>"Standards"</b>	<p>any:</p> <p>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in DPS Schedule 1 (Specification);</p>
	<p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Start Date"</b>	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;

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<b>"Supplier"</b>	the person, firm or company identified in the DPS Appointment Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
<b>"Supplier's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>

<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
<b>"Supplier Non-Performance"</b>	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;</p>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;

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<b>"Supplier Profit Margin"</b>	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	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 a Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
<b>"Test Plan"</b>	a plan:  a) for the Testing of the Deliverables; and  setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;



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<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note  08/15 (Tax Arrangements of Public Appointees)  ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.



## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
  - 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

evidence of placing cover representing any of the Insurances to which it is a party.

### **What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### **Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### **Cancelled Insurance**

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

## **Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

### **ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	17/12/2024	Personal information (covered under the 2018 Data Protection Act) to be exempt.	N/A – Not to be disclosed



## Joint Schedule 5 (Corporate Social Responsibility)

### What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

**Income Security****4.1 The Supplier shall:**

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about

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the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **Working Hours**

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

**Sustainability**

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

## Joint Schedule 6 (Key Subcontractors)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
  
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
  
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and



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- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.



## Joint Schedule 7 (Financial Difficulties)

### Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Credit Rating Threshold"</b>	the minimum credit rating level for the Monitored Company as set out in Annex 2;
<b>"Financial Distress Event"</b>	the occurrence of one or more of the following events: <ul style="list-style-type: none"> <li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li> <li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;</li> <li>d) Monitored Company committing a material breach of covenant to its lenders;</li> <li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li> <li>f) any of the following:               <ul style="list-style-type: none"> <li>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li> <li>ii) non-payment by the Monitored Company of any financial indebtedness;</li> <li>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li> </ul> </li> </ul>

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;

**"Financial Distress Service Continuity Plan"**

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Order Contract in the event that a Financial Distress Event occurs;

**"Monitored Company"**

Supplier the DPS Guarantor/ and Order Guarantor or any Key Subcontractor

**"Rating Agencies"**

the rating agencies listed in Annex 1.

## **2. When this Schedule applies**

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive termination or expiry of this Contract:

2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and

2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

## **3. What happens when your credit rating changes**

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such

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requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- |   |  |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;  |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored Company; and   |
| D | is the value at the relevant date of the current liabilities of the Monitored Company.   |

**3.4 The Supplier shall:**

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

**4. What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

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- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
  - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

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4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

**5. When CCS or the Buyer can terminate for financial distress**

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:

- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

**6. What happens If your credit rating is still good**

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

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- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **ANNEX 1: RATING AGENCIES**

Dun & Bradstreet



## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier: Verian Group UK Ltd	██████████	60
Key Subcontractor: RSM Group UK LLP	██████████	45
Key Subcontractor: CEPA LLP	██████████	45

## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

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Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
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### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

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- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract 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 the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data

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Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.



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14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

**Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

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- (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
  24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
  25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
    - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
    - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
      - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
      - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
  26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
    - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

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- (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:  
DESNZ Data Protection Officer, Department for Energy Security & Net Zero  
3-8 Whitehall Place, London, SW1A 2ED. Email:  
dataprotection@energysecurity.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]  
Email: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• All personal data handled under the SMIPe contract falls in this category. These data will be:</li> <li>• Names and contact details of smart meter installers, representatives from households, and representatives of businesses or other organisations who are contacted for surveys and qualitative data collection, across Great Britain.</li> <li>• Answers provided as part of household surveys or interviews, business surveys or interviews, and surveys and interviews of smart meter installers. These will include some personal and potentially special category personal data (race and ethnic origin, health).</li> <li>• Audio and transcripts created as part of qualitative data collection with households, representatives of businesses and public sector organisations, and smart meter installers. Note that DESNZ will not have access to raw data from qualitative</li> </ul>

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	<p>data collection, and this data will remain solely with the supplier.</p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul>
Duration of the Processing	<p>Data will be processed during the contract duration. The contract will start on 23rd December 2024 and we estimate that it will finish by 22<sup>nd</sup> December 2026. Any outputs kept past this date must be suitably anonymised and de-personalised, except where consent has been received to keep the personal data from the data subject.</p>
Nature and purposes of the Processing	<ul style="list-style-type: none"> <li>• Names and contact details of householders, businesses and smart meter installers will be collected, stored and processed. They will be used to contact households to invite them to participate in one or more surveys, or to participate in qualitative data collection activities (e.g. depth interviews, focus groups). Once all data has been put to intended research purposes, it will be destroyed (unless consent has been given by the data subject to keep the personal data for an additional purpose).</li> <li>• Survey responses from households, representatives of businesses and public sector organisations, and smart meter installers, will be collected and stored. They will be used to generate anonymous data collection reports, which will be used to generate analysis which meets the objectives of the evaluation project. Pseudonymised or fully anonymised survey data will be passed to DESNZ, but the key which</li> </ul>



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	<p>allows pseudonymised survey responses to be matched to names or addresses will not be passed to DESNZ, and this key will be destroyed. DESNZ will securely store pseudonymised survey data (now anonymised) indefinitely, in order to assist SMIP, DESNZ or wider government in future analysis and evaluation. Data collection reports, analysis, and selected anonymised survey data will be published on the Gov.uk website.</p> <ul style="list-style-type: none"> <li>• Audio and transcripts from qualitative data collection will be used to generate anonymised data collection reports. The reports based on these transcripts will be passed to DESNZ for further analysis, but the raw data (audio and transcripts) will not be passed to DESNZ and will be destroyed after intended research purposes have concluded (unless consent has been given by the data subject to keep the personal data for an additional purpose).</li> </ul>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Name</li> <li>• Telephone number and/or email address</li> <li>• Addresses</li> <li>• Age</li> <li>• Gender</li> <li>• Income</li> <li>• Information about family</li> <li>• Information about housing</li> <li>• Other demographic data, potentially including special category data (race and ethnic origin, health)</li> <li>• Survey and interview responses</li> </ul>
Categories of Data Subject	<ul style="list-style-type: none"> <li>• Households in GB</li> <li>• Representatives of businesses and public sector organisations in GB</li> <li>• Smart meter installers</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>All personal data should be destroyed by a date soon after the completion of the contract to be agreed with the Relevant Authority. We currently anticipate this will be October 2026. The only exception to this will be where consent has been retrieved in line with the GDPR from the data subject to keep their data for an additional purpose or longer time period.</p>

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**Annex 2 - Joint Controller Agreement**

Not Applicable



## Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Order Contract Charges	Order Contract award notice published detailing all relevant information pertaining to the procurement including an Order Contract that is redacted	GOV.UK	Within 30 days of Order Contract signature and any variation > 10% of the initial Order Contract value

## Order Schedule 2 (Staff Transfer)

### 1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Acquired Rights Directive"</b>	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
<b>"Employee Liability"</b>	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

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	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees

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	because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant

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	standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order

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Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**3. Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

Part C (No Staff Transfer on the Start Date)

Part E (Staff Transfer on Exit)



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## **PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER**

Not Applicable

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## **PART B: STAFF TRANSFER AT THE START DATE**

### **TRANSFER FROM A FORMER SUPPLIER**

Not Applicable

## PART C: NO STAFF TRANSFER ON THE START DATE

### 1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;
 the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in

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- Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

**2. Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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## **PART D: PENSIONS**

Not Applicable

## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any



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- replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
  - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.

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- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

**2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued

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but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or



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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
  - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
  - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
  - 2.7.1 no such offer has been made;
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
 the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
  - 2.9.1 shall not apply to:

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- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

the Supplier and/or any Subcontractor; and

the Replacement Supplier and/or the Replacement Subcontractor.

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
    - any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
  - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer



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- Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier

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Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## Order Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 0, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working

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- Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
  - 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
  - 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 0:
    - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
    - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
  - 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 0.
  - 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
  - 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
  - 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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Order Schedule 4 (Order Tender)

## Order Schedule 4 (Order Tender)



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**Order Schedule 5 (Pricing Details)**

## Order Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Breach of Security"**

the occurrence of:

- (a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

**"Security Management Plan"**

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

#### 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.



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- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

### **3. Security Standards**

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 0 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### **4. Security Management Plan**

#### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

## 4.2 Content of the Security Management Plan

### 4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph **Error! Reference source not found.** and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

## 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 0, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security

Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 0, or any subsequent revision to it in accordance with Paragraph 0, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 0. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 0 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 0 or of any change to the Security Management Plan in accordance with Paragraph 0 shall not relieve the Supplier of its obligations under this Schedule.

#### **4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Deliverables and/or associated processes;
  - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - (d) any new perceived or changed security threats; and
  - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;

- (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 0, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 0, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **5. Security breach**

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 0, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
  - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy

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(where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Part B: Long Form Security Requirements**

Not Applicable



## Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

### Summary

The Smart Metering Implementation Programme (SMIP) within DESNZ is working with energy suppliers to deliver the smart meter rollout and is aiming to upgrade 57 million electricity and gas meters to smart meters in households and small businesses across Great Britain. Smart meters are a vital upgrade to our national energy infrastructure and underpin the cost-effective delivery of the Government's Net Zero commitment. At the end of Q2 2024 there were 36.2 million smart and advanced meters operating in homes and small businesses, representing 63% smart coverage.<sup>1</sup>

DESNZ is seeking a contractor to undertake a broad, cross-cutting evaluation of the smart meter rollout, to be known as the Smart Metering Interim Programme Evaluation, or just the Interim Programme Evaluation (IPE). The objectives for the IPE are as follows:

- Improve and re-baseline SMIP's understanding of the impacts of smart metering on domestic consumers, in the context of a mature rollout with high levels of national coverage.
- Improve SMIP's understanding of emerging impacts of the smart metering system, including system-level impacts in the areas of networks and flexibility which require wide smart meter coverage to be realised.
- Build SMIP's evidence base on the shape, attitudes, experiences and future of the smart meter installer workforce.
- Improve and re-baseline SMIP's understanding of the impacts on non-domestic consumers.

Following an extensive scoping process, SMIP has identified several themes for the evaluation to focus on:

1. Domestic consumer impacts
2. Flexibility and network management
3. Installers and workforce
4. Wider individual and social benefits
5. Non-domestic consumer impacts

We are interested in rich, detailed data and analysis for each of these themes. We require a full synthesis report and a detailed evaluation report that will be published on Gov.uk, alongside several interim reports for internal use. Below we describe the background to the rollout, our evaluation scoping process to date, a summary of our requirements, and a summary of the relevant evidence on smart metering in GB.

The IPE contract will be carried out between December 2024 and Summer 2026.

<sup>1</sup> DESNZ, 2024. Smart Meter Statistics in Great Britain: Quarterly update June 2024:  
<https://www.gov.uk/government/statistics/smart-meters-in-great-britain-quarterly-update-june-2024>



## Background to smart metering in GB

This section outlines the smart meter rollout, the design of the smart metering system, the benefits case for smart metering, the broader context to the rollout, and why we are commissioning a new evaluation at this point in the rollout.

### Rollout

The government has required energy suppliers to offer smart meters to all households and all smaller non-domestic sites (which includes businesses and public sector sites) in England, Scotland and Wales. At the end of Q2 2024, 63% of all electricity and gas meters operating in eligible sites in GB were smart meters (or advanced meters) – a total of 36.2 million meters.<sup>2</sup> Smart meter coverage in domestic sites was 64%, and coverage in smaller non-domestic sites was 58%.

The smart meter rollout is being delivered by energy suppliers, who are responsible for installing smart meters in eligible premises. To drive industry progress in delivering smart meters to households and small businesses, The Department for Business, Energy and Industrial Strategy (BEIS) (DESNZ's predecessor department) introduced a four-year targets-based framework for the rollout in 2022.<sup>3</sup> Under this framework, energy suppliers were set minimum targets for annual smart meter installations. This framework builds on the progress made under the 'All Reasonable Steps' obligation which had been in place since 2012.<sup>4</sup> DESNZ is currently considering how best to continue the rollout after the end of the current targets framework in 2025, to drive new installations and maintain smart services.

Acceptance of a smart meter installation by a consumer is voluntary, but consumers are encouraged to book or accept installations so that they can access the benefits of smart metering. Consumers are engaged through a variety of stakeholders, most notably through the work of Smart Energy GB, the not-for-profit organisation responsible for the smart meter rollout's multi-channel consumer engagement campaign. This involves raising awareness of smart metering benefits, driving demand and leading targeted engagement to support consumers in vulnerable circumstances.

At an installation, the supplier is required to offer the consumer an In-Home Display (IHD), they are required to demonstrate how to use it, and they must also provide tailored advice on how the customer can improve their energy efficiency. The role and responsibilities of a smart meter installer during an installation are laid out in the Consolidated Metering Code of Practice (CoMCoP).<sup>5</sup>

<sup>2</sup> DESNZ, 2024. Smart Meter Statistics in Great Britain: Quarterly update June 2024: <https://www.gov.uk/government/statistics/smart-meters-in-great-britain-quarterly-update-june-2024>

<sup>3</sup> Department for Business, Energy and Industrial Strategy (BEIS), 2020. Consultation outcome: Smart meter policy framework post 2020: minimum annual targets and reporting thresholds for energy suppliers: <https://www.gov.uk/government/consultations/smart-meter-policy-framework-post-2020-minimum-annual-targets-and-reporting-thresholds-for-energy-suppliers>

<sup>4</sup> Department of Energy and Climate Change (DECC), 2012. Smart meters programme update: <https://www.gov.uk/government/consultations/smart-metering-implementation-programme>

<sup>5</sup> CoMCoP is part of the Retail Energy Code (REC): <https://recportal.co.uk/rec-wiki-metering>

## The national smart metering system

A consumer's energy consumption data is stored on the smart meter. When a supplier or other authorised party (such as a Distribution Network Operator (DNO)) wants to access the data on a meter they send a request to that meter and the meter sends the data back to the requester. The organisation which manages smart meter data and communications services is Smart DCC Limited, also known as 'the DCC' (Data Communications Company).

As the rollout has progressed, some operational issues have emerged. In particular, there is a significant minority of smart meters that are not operating in smart mode at any given time, meaning that suppliers are unable to communicate with them (3.5m, or 10% of all smart meters, are affected as of Q2 2024). This issue is sometimes temporary and sometimes longer term but can usually be fixed without the meter needing to be replaced. Meters not operating in smart mode function effectively as traditional meters, and affected consumers who pay by credit have to submit meter readings manually or will receive estimated bills (though they may still receive some benefits through their IHD).<sup>6</sup> Prepayment customers whose smart meters are not operating in smart mode may face greater issues.

## Benefits of smart meters

Smart meters bring a range of benefits to various stakeholders. The 2019 Cost Benefit Analysis provides a valuable overview of the benefits case as DESNZ currently understands it.<sup>7</sup>

One key set of beneficiaries are energy consumers, including domestic consumers and smaller non-domestic consumers. Domestic consumers can get direct visual feedback on their energy consumption via the IHD or, where a supplier offers this, by an app, which gives them the information they need to take control of their energy consumption and lower their energy bills. A Behavioural Insights Team study from 2023 showed that on average, smart meters reduced domestic consumers' consumption of electricity by 3.3-3.6%, and gas by 2.9-3.1%.<sup>8</sup> This builds on the findings of an earlier study, part of the Early Learning Project (ELP, see section 1.5.1), which found that early smart meter consumers reduced their electricity consumption by 1.6-2.8% and gas consumption by 0.9-2.1%.

Domestic consumers also benefit from several other improvements to their experience as energy consumers, including receiving accurate rather than estimated bills, not needing to submit manual meter readings, less time spent in contact with suppliers (e.g. to query bills), easier switching between suppliers, and access to products and services that require energy usage to be measured by time of use. Consumers who pre-pay for their energy receive additional benefits, as they can use their IHD (or another device or app) to monitor their energy usage without checking the physical meter, and to top up their credit balance easily. In particular circumstances energy suppliers can remotely top-up consumers' prepayment

<sup>6</sup> The IHD connects to the meter via the Home Area Network (HAN), which can still operate even if the meter is unable to communicate with the DCC.

<sup>7</sup> BEIS, 2019. Smart meter roll-out: cost-benefit analysis 2019:

<https://www.gov.uk/government/publications/smart-meter-roll-out-cost-benefit-analysis-2019>

<sup>8</sup> DESNZ, 2023. Reviewing energy supplier evidence on impacts of smart metering on domestic energy consumption: <https://www.gov.uk/government/publications/impacts-of-smart-metering-roll-out-on-household-energy-use>

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meters. Suppliers notably did this during the Energy Bill Support Scheme (EBSS), delivering automatic payments to consumers' prepayment meters.

Many of the benefits for domestic consumers also apply to non-domestic consumers, including an end to estimated billing and access to smart-enabled products and services. However, non-domestic consumers do not universally receive the offer of an IHD. Instead, they can access feedback on their energy consumption through a set of policies known as the "non-domestic data offer" policies.<sup>9</sup> The first of these policies is the 'on-request' data offer: since December 2022 suppliers have been obligated to provide historic smart meter consumption data to smaller non-domestic consumers on request. Secondly, the 'default' data offer policy, which applies from October 2024, requires suppliers to provide smart-metered non-domestic consumers with free and regular information on their energy use in a user-accessible format, based on their smart meter data. Thirdly, the 'awareness raising requirement' compels suppliers to regularly raise customer awareness of how they can access their smart meter energy use data for free.

In the longer term, both domestic and non-domestic consumers are starting to benefit from an improved range of smart-enabled products and services entering the market. Some of these products and services help consumers monitor and control their energy consumption. (DESNZ's Smart Energy Savings (SENS) Competition provided funding for several such products and services).<sup>10</sup> Other products and services allow consumers to maximise benefits from low-carbon technologies such as electric vehicles (EVs), home batteries and solar photovoltaic (PV) panels by combining them with time-of-use plans that are tailored to specific technologies.

Energy suppliers stand to benefit from the smart meter rollout. One important source of savings for suppliers is the reduction in the number of visits that suppliers need to make to domestic and non-domestic sites, since they no longer need to take manual meter readings. Smart metering is also reducing the cost of supplier business in various other ways. It is reducing the volume of calls between suppliers and consumers, and simplifying the process of switching supplier (as the DCC assumes responsibility for this process). It allows suppliers to reduce the cost of serving prepayment consumers, and it is helping suppliers manage customer debt. These supplier benefits also accrue to consumers, since supplier savings can be passed on to consumers, and improved customer relationship management is leading to an overall improved consumer experience.

Another important beneficiary of smart metering is the electricity system (as administered by the Electricity System Operator (ESO) and DNOs). Smart metering enables household-level flexibility and demand-side response (DSR), which helps ESO and the DNOs to balance the grid and manage load over their networks at times of high demand. Also, as smart coverage has increased, DNOs have improved visibility over their networks and are starting to see savings on their operational costs and improvements in their planning of reinforcement work. It is

<sup>9</sup> BEIS, 2022. Consultation outcome: Maximising non-domestic smart meter consumer benefits: government response: <https://www.gov.uk/government/consultations/maximising-non-domestic-smart-meter-consumer-benefits-improving-the-data-offer-and-enabling-innovation>. A helpful summary of the non-domestic data offer policies can be found here: <https://www.gov.uk/government/collections/non-domestic-smart-metering>.

<sup>10</sup> DESNZ, 2023. Smart Energy Savings (SENS) Competition: evaluation: <https://www.gov.uk/government/publications/smart-energy-savings-sens-competition-evaluation>.

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especially important for ESO and DNOs to realise these benefits of smart metering as it can help them to manage the growth and change in national and local electricity demand, in the context of the electrification of heat, transport and industry, and increased generation from national and local renewable sources.

There are various additional benefits and beneficiaries of smart metering, some of which have not been fully captured by SMIP's existing monitoring and evaluation. Of particular interest are benefits that come from the large quantities of smart meter data that are now being generated, and which are available to various actors in the system (suppliers, DNOs, third parties) in accordance with the Data Access and Privacy Framework.<sup>11</sup>

### Broader context

The rollout has coincided with some significant changes in government energy policy, as well as a period of rapid change in the energy market, which includes the introduction of the Energy Price Cap, the COVID-19 pandemic, the energy price crisis and the resulting consolidation in the retail energy market.

In response to the energy price crisis, the UK government introduced a series of energy affordability schemes in 2022-23, including the Energy Bills Support Scheme (EBSS) alongside schemes for non-domestic energy consumers. Most relevantly for smart metering, EBSS payments were distributed directly to consumers who had smart prepayment meters, removing the need for vouchers.

During the rollout there have been some other policies enacted (or planned to be enacted) that interact significantly with smart metering. One of the most significant is the Market-wide Half-Hourly Settlement (MHHS) programme, which aims to change how suppliers buy and sell energy, and ensure that suppliers pay the true cost of serving their customers. However, in order to settle (i.e. buy wholesale energy for) an individual consumer based on their true half-hourly usage, that consumer must have a smart meter to record their usage. MHHS, once enacted, will provide an increased incentive for suppliers to encourage their consumers to shift their demand away from peak times, as suppliers will ultimately pay less to settle those consumers. MHHS is therefore a key enabler in the development of time-of-use schemes and DSR services for consumers, and the potential savings for suppliers may incentivise them to roll out and maintain smart meters. The introduction of MHHS is currently planned to be completed in December 2026.<sup>12</sup>

Additionally, in 2022 ESO introduced the Demand Flexibility Service (DFS). DFS is a scheme where ESO pays suppliers and aggregators to reduce their demand at times of high electricity demand, typically winter evenings. Suppliers and aggregators then ask consumers to turn down their electricity usage at these times, and reward consumers based on how much they turned

<sup>11</sup> The Data Access and Privacy Framework (DAPF) is a set of obligations and restrictions on users of data from smart meters, distributed across License Conditions (for suppliers, DNOs and the DCC) and the Smart Energy Code. A 2018 review of the DAPF, which summarises what it contains, can be found here: <https://www.gov.uk/government/publications/smart-metering-implementation-programme-review-of-the-data-access-and-privacy-framework>

<sup>12</sup> Ofgem, 2023. Decision on Market-wide Half Hourly Settlement Change Request CR022 ('MHHS Programme Replan'): <https://www.ofgem.gov.uk/decision/decision-market-wide-half-hourly-settlement-change-request-cr022-mhhs-programme-replan>



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down their demand, measured against a calculation of their expected consumption. In winter 2022-23, over 1.6m households and businesses participated and saved over 3,300MWh; in winter 2023-24 this increased to 2.6m participants, saving over 3,700MWh.<sup>13</sup> ESO has announced plans to continue to run DFS year-round.<sup>14</sup>

Finally, consumers are taking up more low-carbon technologies (LCTs), including electric vehicles and, to a lesser extent, heat pumps and home battery storage. A smart meter improves the consumer benefits case for all of these technologies, especially EVs, as it allows the consumer to access and use Time of Use tariffs (and therefore take advantage of lower prices for off peak energy use).

### Evaluation context

There has already been a range of research and evaluation on the smart meter roll-out. The largest single evaluation project, and the only programme-level impact evaluation to date, was the Early Learning Project (ELP), detailed in section 1.5.1. The ELP focused on consumer benefits and energy savings for early smart meter consumers.

Since the ELP, SMIP has commissioned various ad-hoc and policy-focused evaluations, described in more detail in section 1.5. And at the conclusion of the rollout, when the programme transitions to enduring governance arrangements, the set of regulations introduced to enact GB smart metering will be subject to a mandatory post-implementation review (PIR). However, in the time between the present and the PIR, DESNZ has assessed that there is a clear need for a cross-cutting interim programme-level evaluation of the smart meter rollout in addition to more targeted evaluation work, so that SMIP can better understand and account for cross-cutting impacts that will shape ongoing benefits realisation.

### Scoping the evaluation

Thus far the IPE has been scoped with the input of policy, delivery and analytical colleagues across the programme and other relevant teams in DESNZ.

The first part of the scoping process involved pooling knowledge and developing a series of theory of change diagrams (ToCs) covering various benefits and impacts areas. The diagram in Annex A is an 'aggregated' theory of change for the whole programme, across all benefits and impacts areas. Individual theories of change for each of the key impacts and benefits areas will be shared with the contractor upon commencement of the contract, and we anticipate that the contractor will make use of these ToCs when designing the evaluation. In the initial weeks of the evaluation, SMIP will provide the contractor with briefings on key policy areas and SMIP's evidence base, which will supplement the ToCs.

Following the theory of change work, we developed a set of key evaluation themes for the IPE:

1. Domestic consumer impacts
2. Flexibility and network management
3. Installers and workforce

<sup>13</sup> ESO. Demand Flexibility Service: <https://www.nationalgrideso.com/industry-information/balancing-services/demand-flexibility-service-dfs>

<sup>14</sup> ESO, 2024. ESO sets out initial design for future of Demand Flexibility Service: <https://www.nationalgrideso.com/news/eso-sets-out-initial-design-future-demand-flexibility-service>

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4. Wider individual and social benefits
5. Non-domestic consumer impacts

Within each of the five themes, we propose a number of more targeted research questions – see section 2.2 (and see Annex B for more detail). These proposed research questions are indicative rather than final. In the first 6 weeks of the contract, we anticipate iterating on existing groundwork with the contractor to sharpen the research questions in consultation with colleagues across the programme. Bidders should note that the considerable amount of scoping that has been undertaken internally within DESNZ means that scoping is **not** expected to take significant time or resource within the contract.

## Summary of requirements

DESNZ is looking for a contractor (which may be a consortium) to undertake a broad, cross-cutting evaluation of the smart meter rollout. The evaluation will primarily be an impact evaluation, with some components of process evaluation. The evaluation will focus on five core evaluation themes. These are briefly expanded below and are described in more detail in section 2.2.

- **Domestic consumer impacts.** Smart metering has changed the information landscape and the consumer experience for domestic consumers, allowing them to monitor their energy consumption in real time and improving consumer protection and convenience in various ways (for instance, via safety checks at installation, or automatically applying Energy Bill Support Scheme credit to prepayment meters). Consumers are also starting to see the benefits of smart-enabled products and services.
- **Flexibility and network management.** Smart metering is growing the market in flexibility and demand-side response, and is starting to change consumers' relationship with their energy consumption, particularly in the context of low-carbon technologies like EVs. The additional data and functionality provided by smart metering is also changing how electricity networks conduct their day-to-day business.
- **Installers and workforce.** In order to deliver the rollout and maintain smart service into the future, energy suppliers have needed to build and maintain a skilled workforce of smart meter installers. We are interested in how and to what extent this has been achieved, and the wider impacts and learnings from the development of this workforce.
- **Wider individual and social benefits.** Smart metering is having benefits and impacts beyond those which are considered mainstream, or which are included in the 2019 Cost Benefit Analysis.
- **Non-domestic consumer impacts.** Like domestic consumers, non-domestic consumers benefit from the ability to monitor their energy consumption using fine-grained consumption data. However, as outlined in section 1.2.3, the policy framework which allows them to do so has only recently been strengthened, and as a result the theory of change for non-domestic benefits is less mature.

We require the contractor to plan for four separate strands of data collection.

- Strand #1: Research with domestic energy consumers
- Strand #2: Research with smart meter installers
- Strand #3: Research with networks and other market participants in flexibility and smart data

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- Strand #4: Research with non-domestic energy consumers

Each strand consists of a programme of research with a particular set of stakeholders. Each strand will address several of the above themes – they are not in a straightforward one-to-one correspondence. We are interested in rich, detailed data and analysis for each of the themes, and we require a full synthesis of the data in a final synthesis report alongside a final evaluation report. We provide some suggested methodology for data collection and analysis in section 2, but bidders are invited to propose modifications.

Data collection, data analysis, synthesis and reporting work should be separated into two phases. Phase 1 contains the bulk of data collection work, including all data collection in strands #1 and #3, and the core requirement for strand #2. Phase 2 contains all of strand #4 research, and optional components of strand #2.

The rationale for separating the evaluation into two phases is to allow DESNZ to expand the evaluation to include work contained in phase 2 (subject to available funding). **Bidders should design and cost phase 1 and phase 2 separately, with ringfenced funding for each. DESNZ will take the decision whether to fund phase 2 after the contract has been awarded, and no later than 1<sup>st</sup> October 2025. Bidders will be notified in writing of the outcome of this decision, and there is no guarantee that phase 2 will be funded. Bidders should assume that phase 2 will run concurrently with phase 1 from Autumn 2025 until the end of the contract.** See section 3.3 for details of what pieces of work should be included in each phase, and see section 4.7 for details of budgets for each phase.

### Existing research

There is a range of existing evidence about the rollout which can be built on. This includes evidence developed by SMIP, including one-off research and evaluation projects, regular quarterly statistics updates, and a host of internal research data and reports. In addition, other bodies including Ofgem, Citizens Advice and Smart Energy GB produce valuable research and evidence that SMIP draws on. We expect bidders to demonstrate familiarity with the existing published evidence base on GB smart metering. The appointed contractor will be given as much access as is practical to SMIP's own internal evidence base over the duration of the contract. Bidders should note that any part of SMIP's evidence base that is not publicly available falls within the scope of the NDA.

Some of the existing published evidence on smart meter impacts is described in the subsections below. In addition to these one-off projects and reports, there are various ongoing surveys conducted on a rolling basis by DESNZ, Ofgem and other organisations, which contain questions about smart meters and contribute to our evidence base on smart metering.

In general, bidders should note that in existing published research, there is a strong emphasis on domestic consumer benefits, to the exclusion of other benefits areas.



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### Early Learning Project and Synthesis (2015)

The Early Learning Project (ELP)<sup>15</sup> was a large programme of research and analysis of consumers who received a smart meter between 2011 and 2013. It provided evidence on the consumer experiences of the installation process, the experience of smart meter ownership and energy savings achieved. The research outlined a theory of change for the delivery of consumer benefits (specifically a reduction in energy consumption). This has informed follow-up actions and policy development by SMIP.

Methodologically, the ELP involved a large consumer survey, over 150 depth interviews, 12 focus groups and analysis of consumption data for over 10,000 households. We anticipate that the IPE will be similar, in that it will involve a survey, depth interviews and possibly focus groups with consumers (though sample sizes and data collection approaches may vary significantly). Note that we do **not** require energy savings analysis as part of the IPE, as this is already covered by separate work.

The ELP theory of change identified three key 'transition points' crucial to producing lasting changes in energy behaviour. They were: engagement during installation, engagement with the smart meter data via the IHD, and acting on the data to change energy consumption.

The Early Learning Synthesis<sup>16</sup> was a synthesis of the ELP evidence, alongside several other sources of evidence including existing research literature, focus groups of smart meter installers, and the outcomes of an expert workshop of academics, practitioners and policymakers.

### Further research into consumer benefits

In the years since the ELP, SMIP has conducted several further pieces of research into consumer benefits realisation.

The **smart meter consumer experience study** (2017)<sup>17</sup> aimed to test, update and validate the Early Learning Project (ELP) via a survey and further depth interviews. It showed that most consumers were satisfied with their smart meter experience, with prepayment consumers most satisfied. In 2019 BEIS published a report synthesising further research on progress on consumer benefits realisation.<sup>18</sup> The 2023 **evaluation of the Smart Energy Savings (SENS) competition** additionally provided detailed insight into potential impacts (in addition to the

<sup>15</sup> DECC, 2015. Smart Metering Early Learning Project and Small-Scale Behaviour Trials: <https://www.gov.uk/government/publications/smart-metering-early-learning-project-and-small-scale-behaviour-trials>.

<sup>16</sup> DECC, 2015. Smart Metering Early Learning Project: synthesis report: [https://assets.publishing.service.gov.uk/media/5a818dd0e5274a2e8ab549c7/8\\_Synthesis\\_FINAL\\_25feb15.pdf](https://assets.publishing.service.gov.uk/media/5a818dd0e5274a2e8ab549c7/8_Synthesis_FINAL_25feb15.pdf)

<sup>17</sup> BEIS, 2017. Smart Meter Customer Experience Study 2017: <https://www.gov.uk/government/publications/smart-meter-customer-experience-study-2016-18>

<sup>18</sup> BEIS, 2019. Smart meters: progress on realising benefits for consumers: <https://www.gov.uk/government/publications/smart-meters-progress-on-realising-benefits-for-consumers>

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core smart meter offer) of innovative smart meter data informed feedback and advice products – something that is of continuing interest to DESNZ.<sup>19</sup>

There has also been research focusing on specific groups of consumers. In 2021, BEIS published a qualitative study into **maximising the consumer benefits of smart metering**, with a focus on consumers who might experience barriers in the energy market.<sup>20</sup> Qualitative research by Ofgem published in 2023<sup>21</sup> highlighted additional benefits and challenges for prepayment consumers.

Research has also been carried out into benefits for non-domestic consumers. In 2017 BEIS published early research findings into smart metering in non-domestic premises (also known as the **'non-domestic early learning project'**).<sup>22</sup> The research involved case studies of eligible non-domestic sites across various sectors, which included interviews and site visits. The research highlighted that the realisation of non-domestic consumer benefits of smart metering is highly contextual, and depends on organisation sector, organisation size, several interacting policies and other specific enablers. Additionally, the evaluation of the **Non-Domestic Smart Energy Management Innovation Competition (NDSEMIC)**<sup>23</sup> provided some important findings for broader benefits realisation for smaller non-domestic sites.

### Energy savings analyses

SMIP has carried out several pieces of research on energy savings achieved by consumers with smart meters, relative to consumers with traditional meters. Using primary and secondary research, the ELP concluded that that it would be reasonable to expect average energy savings of 3%. A **2023 independent review of energy suppliers' own evidence on smart meter energy savings**, conducted by the Behavioural Insights Team, generally supported this finding.<sup>24</sup>

Bidders should note that energy savings analysis (e.g. via analysis of bills or consumption data) will not form part of the IPE, as we have a solid evidence base on the consumption reduction that consumers achieve. Instead, this evaluation will help determine how consumers achieve these savings, and the roles of various aspects of smart meter installation and ownership in driving these savings.

<sup>19</sup> DESNZ, 2023. Smart Energy Savings (SENS) Competition: evaluation:

<https://www.gov.uk/government/publications/smart-energy-savings-sens-competition-evaluation>.

<sup>20</sup> National Centre for Social Research, 2021. Maximising the benefits of smart metering for consumers: <https://natcen.ac.uk/publications/maximising-benefits-smart-metering-consumers>

<sup>21</sup> Ofgem, 2023. Prepayment meter qualitative research:

<https://www.ofgem.gov.uk/publications/prepayment-meter-qualitative-research-september-2023>.

<sup>22</sup> BEIS, 2017. Smart metering in non-domestic premises: early research findings: <https://www.gov.uk/government/publications/smart-metering-in-non-domestic-premises-early-research-findings>

<sup>23</sup> BEIS, 2020. Non-Domestic Smart Energy Management Innovation Competition (NDSEMIC): evaluation finding: <https://www.gov.uk/government/publications/non-domestic-smart-energy-management-innovation-competition-ndsemic-evaluation-findings>

<sup>24</sup> DESNZ, 2023. Reviewing energy supplier evidence on impacts of smart metering on domestic energy consumption: <https://assets.publishing.service.gov.uk/media/64831d59103ca60013039c7a/energy-supplier-review-of-smart-meter-energy-consumption-impacts.pdf>

## Evidence on flexibility

DESNZ has not published any research that focuses on the role of smart metering in unlocking flexibility, from the perspective of either consumers or flexibility customers (ESO, DNOs and others). However, the smart meter-enabled tariffs comparison project<sup>25</sup>, an innovation project that funded projects that allowed consumers to compare suppliers' smart tariff offerings, generated some relevant learnings on domestic consumers' use of and attitudes towards flexibility. DESNZ is currently running a similar innovation competition for non-domestic consumers, which should also provide some relevant evidence on flexibility from the perspective of non-domestic consumers.<sup>26</sup>

Additionally, DESNZ has internal monitoring data on this area and relevant research has been undertaken by other parties.

## Aims and Objectives of the Project

### Evaluation objectives

The objectives for the IPE are as follows (repeated from section 1.1):

- Improve and re-baseline SMIP's understanding of the impacts of smart metering on domestic consumers, in the context of a mature rollout with high levels of national coverage.
- Improve SMIP's understanding of emerging impacts of the smart metering system, including system-level impacts in the areas of networks and flexibility which require wide smart meter coverage to be realised.
- Build SMIP's evidence base on the shape, attitudes, experiences and future of the smart meter installer workforce.
- Improve and re-baseline SMIP's understanding of impacts on non-domestic consumers.

The IPE additionally has the following strategic objectives:

- Provide evidence or research vehicles that will inform SMIP's own activities in benefits realisation, rollout delivery and policy.
- Provide robust evaluation findings that meet the requirements of external stakeholders.
- Support future evaluation by providing evidence and data that can be used for secondary data analysis and will help shape decisions on evaluation priorities.

<sup>25</sup> DESNZ, 2023. Smarter Tariffs – Smarter Comparisons project: final report:  
<https://www.gov.uk/government/publications/smart-meter-enabled-tariffs-comparison-project-smarter-tariffs-smarter-comparisons>

<sup>26</sup> DESNZ, 2023. Non-Domestic Smarter Tariff Comparisons Innovation Programme:  
<https://www.gov.uk/government/publications/non-domestic-smarter-tariff-comparisons-innovation-programme>

## Evaluation themes

There are five key themes that the IPE will address. The following sections outline the questions to be addressed within each key theme. As noted above, these questions will be refined once the contract is awarded, but they will not be significantly changed. A more detailed list of research questions, which break down our high-level questions here into more targeted sub-questions, can be found in Annex B, though bidders should note that these are indicative rather than final.

Many of the research questions below, across the themes, are impact evaluation questions: they aim to attribute causation to the smart meter rollout, or identify its additionality. Bidders should consider what methods they will use to do these things – counterfactual approaches may face significant challenges, given that the rollout has been progressing for over a decade and the non-smart-metered population now has quite a different profile from the smart-metered population. We welcome innovative methods for addressing impact evaluation questions, where traditional counterfactual methods are impractical or would deliver limited value.

## Domestic consumer impacts

We are interested in the impacts of smart metering on domestic consumers. Expected impacts identified through our theory of change mapping include:

- Greater control over energy consumption. One aspect of this is that consumers should have a greater understanding of their energy consumption, as provided through the IHD, apps, accurate bills or other feedback mechanisms. Another aspect is that consumers are provided with advice and feedback that supports them to modify their consumption behaviour in an effective way to reduce waste and lower their bills.
- Improvements in customer experience, including accurate bills, reduced disputes, easy switching between suppliers and tariffs.
- Significant improvements in the experience for prepayment consumers, as they can now manage their usage and top-up their meters more easily. Additionally, suppliers have been able to apply Energy Bill Support Scheme (EBSS) discounts and emergency credit to smart prepayment meters without the consumer having to take any action.
- Access to a range of products and services that are enabled by smart metering, including apps to help manage consumption, home energy management technologies, and time-of-use tariffs and bill discounts that help consumers reduce their bills. Note that consumers' attitudes to and experiences of flexibility are covered under a different evaluation theme ("Flexibility and network management") and are not addressed by the research questions in this theme.

### **Our high-level research questions within this theme are:**

- To what extent is smart meter-enabled feedback (e.g. via IHDs) and information (e.g. accurate bills) contributing to long-term improvements in energy savings and consumers' control over their energy use, and how?
- How has smart metering changed domestic consumers' interactions with and expectations of energy suppliers?

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- To what extent has smart metering and feedback changed how consumers think about energy use, emissions and Net Zero?
- What is the role of the installation experience in enabling consumers to realise the benefits of smart metering?
- To what extent do consumers who experience operational issues with smart meters and IHDs realise the benefits of smart metering?
- How do different demographic sub-groups of consumers experience feedback on energy use, and to what extent do they realise the benefits of smart metering? This includes single vs. multi-person households, vulnerable consumers, credit vs. prepayment consumers, consumers with different kinds of housing tenure, as well as other different groups of consumers.

**Flexibility and network management**

We are interested in how smart metering has affected the growing market in flexibility services, and whether it is changing how electricity networks (DNOs and ESO) conduct their business – and if so, how. This is relatively nascent benefits area and may present challenges for evaluation work. We anticipate that analysis in this theme will be a combination of evaluation of the present situation, a forward-look to likely future developments, and an assessment of barriers and enablers in those future scenarios.

Expected impacts of smart metering in flexibility include:

- Increased availability of time-of-use tariffs and bill discounts for consumers (domestic and non-domestic).
- Increased availability of home energy management systems and low-carbon technologies (EVs, heat pumps, batteries, solar PV, etc) which integrate effectively with time-of-use plans.
- More consumers taking up these technologies and time-of-use plans.
- A greater quantity of flexibility for DNOs and ESO to buy across energy markets.
- A growing market in companies operating in the flexibility space, including aggregators, flexibility marketplaces and data and analytics companies.

Expected impacts of smart metering on electricity networks include:

- Greater use of smart meter data to guide electricity network investment and reinforcement decisions.
- Greater use of smart meter data and functionality to ensure continuity of electricity supply, via improved prediction and management of electricity network outages.
- Using smart meter data to better handle the changing shape of electricity demand and generation.
- Allowing more efficient use of energy sources (including grid-level and embedded low-carbon generation) across the grid, increasing the quantity of low-carbon energy in the GB energy mix.

**Our high-level research questions within this theme are:**

- To what extent is smart metering unlocking flexibility for domestic and non-domestic consumers, and how?
- To what extent is smart metering unlocking flexibility in the energy market, and how?



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- To what extent has the smart meter rollout enabled growth in household low-carbon technologies?
- Are DNOs and ESO using smart meter data and functionality to conduct business?

### Installers and workforce

We are interested in understanding the smart meter installer workforce in more detail. This includes both domestic and non-domestic smart meter installers. In particular we would like to build our understanding of the workforce's role in enabling smart meter benefits and the career plans of the installation workforce. This theme should yield insights for SMIP, for wider DESNZ and for other Net Zero delivery projects. **Note that this theme asks primarily process rather than impact evaluation questions.** It also presents an opportunity to ask forward-facing questions related to ongoing and upcoming programme operations, in addition to more typical process evaluation questions.

#### Our high-level research questions within this theme are:

- To what extent has the programme succeeded in building an appropriately sized and skilled installer workforce, and what are the lessons for other government programmes that require skilled workforce development?
- To what extent are installers delivering on their obligations under CoMCoP, and to what extent are CoMCoP obligations enabling consumers to realise benefits?
- What can installers tell us about ongoing barriers and enablers to the smart meter rollout?
- What is the future of the smart meter installer workforce, including in respect of other net zero relevant skills and jobs?

### Wider individual and social benefits

We are interested in identifying and clarifying impacts of the rollout and smart metering system that did not feature in the 2019 Cost Benefit Analysis, or which are not currently considered mainstream by SMIP. Examples could include but are not limited to:

- Safety benefits from electrical and gas safety checks at installation.
- Use of smart meter data to deliver products and services beyond its core purposes
- The role of the smart meter rollout (including the supply chain and the workforce) in supporting the delivery of other infrastructure upgrades for Net Zero (e.g. heat pumps).
- Identification of vulnerable consumers and self-disconnections, including maintaining an up-to-date Priority Services Register (PSR).
- The role of smart meters in developing new ways of measuring building efficiency.
- Research and social uses of the publicly-available aggregated consumption data on DNOs' open data platforms.

Research questions will ask about the present and future state of these impacts. Bidders should note that this theme will be broad-ranging and exploratory in nature.

### Non-domestic consumer impacts

*Note that many of the research questions within this theme would be addressed by research strand #4 (see section 3.4.4), which involves data collection with non-domestic energy consumers and organisations in the non-domestic energy sector. Research strand #4 is wholly*

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*contained within phase 2 of the contract, and DESNZ will take the decision on whether to fund phase 2 once the contract has been awarded, and no later than 1<sup>st</sup> October 2025.*

We are interested in two aspects of non-domestic smart metering. Firstly, we are interested in the impact of the non-domestic data offer policies on non-domestic consumers (see section 1.2.3). Secondly, we are interested in how smart metering has changed non-domestic consumers' experience of energy consumption and the energy market more broadly.

Non-domestic consumer benefits are more heterogeneous than domestic consumer benefits, so this theme is better suited to a more exploratory methodological approach. Bidders should note that a separate piece of evaluation work is planned to analyse the energy savings for non-domestic smart meter customers, so this theme does **not** include evaluation of energy savings.

### Our high-level research questions within this theme are:

- To what extent are non-domestic energy consumers receiving benefits as a result of the non-domestic data offer policies?
- How have suppliers responded to the requirements of the non-domestic data offer policies (including routes to market and whether functionalities are supported by previous research regarding customer engagement)?
- In what other ways is the smart meter rollout impacting non-domestic energy consumers?

## Suggested methodology

To assist bidders in gauging the indicative scale of the project please see the below table of sample requirements which shall be used for evaluation purposes. Bidders are advised that the rates within AW5.2 Price Schedule for Phase 1 and Phase 2 (including the additional budget of £70,000.00 excluding VAT held by the Contracting Authority in relation to unforeseen evaluation services, if required) shall be applied to the contract and will be fixed and firm for the full duration of the contract.

Bidders are advised that there is no commitment in relation to Phase 2. DESNZ will inform the successful supplier of the decision to exercise Phase 2 no later than 1<sup>st</sup> October 2025.

An additional Budget of £70,000.00 excluding VAT will be held by the Contracting Authority in relation to unforeseen evaluation services. There is no commitment in relation to the additional budget.



<p><b>Total number of Interviews (survey)</b></p>	<p>4000-6000 (domestic consumer survey); 1000 (non-domestic/business survey); 500-800 (installer survey)</p>
<p><b>Total number of qualitative data collection participants (across depth interviews and focus groups)</b></p>	<p>Bidders are invited to propose the most appropriate qualitative research methods and numbers of participants within the budget available for the project. The numbers below are estimates assuming all qualitative research is conducted via 1:1 interviews and based on cost assumptions about the other strands. Total number of participants may be higher if other qualitative data collection methods are used.</p> <p>80 (domestic consumer qual); 25 (non-dom qual); 20 (installer qual); 50 (qual with smart metering orgs)</p>
<p><b>Total number of Case Studies</b></p>	<p>10 (optional) domestic consumer case studies</p>
<p><b>Any other specific requirements</b></p>	<ul style="list-style-type: none"> <li>• Evidence synthesis</li> <li>• Theory-based evaluation</li> <li>• Qualitative business-to-business (B2B) market research</li> <li>• Desk research including evidence reviews</li> </ul>

## Project Overview

DESNZ wishes to undertake a broad, cross-cutting evaluation of the impacts of smart metering in a range of areas. The evaluation will primarily be an impact evaluation, but we anticipate that it will involve some process evaluation too.

The research will involve four strands of data collection:

1. Research with domestic energy consumers
2. Research with smart meter installers
3. Research with networks and other market participants in flexibility and smart data
4. Research with non-domestic energy consumers (wholly contained within phase 2)

The following table shows how different strands might contribute evidence towards different evaluation themes for the IPE. A white cell indicates that the research strand on the top row will contribute evidence towards the theme in the left column. Where a white cell is marked with an

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asterisk it means that that research strand will serve as the primary source of data for that evaluation theme.

Evaluation theme	Research strand			
	1	2	3	4
Domestic consumer impacts	*			
Flexibility and network management			*	
Installers and workforce		*		
Wider individual and social benefits			*	
Non-domestic consumer impacts				*

As the table shows, we anticipate that multiple strands of research will feed into each theme, and each strand will also feed into multiple themes. Bidders should describe how they intend to collect data in each strand, and how they intend to analyse and synthesise that data to answer the questions in the evaluation themes above. They should also describe in outline their overarching evaluation and analysis framework, discussed below.

## Overarching evaluation and analysis framework

Bidders should describe the overarching evaluation framework they will use to meet the evaluation objectives, understanding that this evaluation is primarily an impact evaluation with some process evaluation elements (particularly in the 'installers and workforce' theme). We are open to a range of evaluation methods, which may include theory-based methods in areas where causal links are complex and poorly understood – especially in the 'flexibility and network management' theme. Overall the chosen evaluation approach should be able to confidently identify the contribution made by the smart meter rollout to various outcomes and impacts in our key evaluation themes.<sup>27</sup>

The contractor will be expected to develop and refine an evaluation and analysis plan (initially set out in their bid) to deliver the project, and submit it to DESNZ in the first 3 months of the project (see section 4.2.1). The framework described in the plan will guide methodology selection and data collection, and it will structure the reporting and synthesis of evaluation findings.

DESNZ will provide the contractor with theories of change (ToCs) developed within SMIP, and in the initial weeks of the contract DESNZ will provide policy and analytical briefings on key topics. The contractor should use these to assist with the design of the evaluation and analysis plan.

**When bidding for this work, bidders should set out an initial evaluation and analysis plan and explain how their proposed data collection approach and analysis approaches align with this.**

<sup>27</sup> In the Expression of Interest that preceded this tender, we gave the impression that we are looking for an entirely theory-based evaluation approach with significant theory of change work. We have revised this specification to make it clear that this is not the case, and we only anticipate that theory-based evaluation methods will be useful for some parts of the evaluation work. See section 3.5 for more details.

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## Summary of data collection work

In total, we anticipate that phase 1 of data collection (consisting of strands #1 and #3, and core items in strand #2) will consist of 6 individual pieces of work. Phase 2 (consisting of strand #4 and optional items from strand #2) will contain 4 further pieces of work. The expected items of data collection work are listed below, alongside the strand and phase that they belong to. Note that the same information is presented alongside budgets for each phase in section 4.7.

Strand	Data collection	Phase
#1 (domestic consumers)	Survey of domestic consumers	1
	Qualitative data collection with domestic consumers	1
#2 (installers)	Survey of installers	1
	Qualitative data collection with installers	1
	Qualitative data collection with organisations related to installers	2
#3 (networks and other market participants in flexibility and smart data)	Qualitative research with networks and other flexibility and smart data market participants	1
	Significant quantity of desk research	1
#4 (non-domestic consumers)	Survey of non-domestic consumers	2
	Qualitative data collection with non-domestic consumers	2
	Qualitative data collection with organisations in the non-domestic energy sector	2

In addition to the data collection above, strands #1, #2 and #4 will each contain a small quantity of evidence review / desk research, which should be included in the project plan and costings (strand #3 has a more significant quantity of desk research, shown in the table above). This will involve reviewing existing evidence and unpublished monitoring evidence held by DESNZ. Bidders should note that this data has already been cleaned and processed by SMIP's own analytical team, and the contractor will **not** be expected to undertake any significant analysis of datasets.

Bidders are invited to suggest modifications to the suggested methodology where it would better answer the research questions and meet the objectives of the IPE, or where modifications are necessary to stay within budget.

## Data collection

In the subsections below, we outline our methodological requirements and suggestions. Bidders may propose alternative and innovative methods where they judge that an alternative methodology will better answer the research questions, except where we are explicit that we **require** a particular methodological approach.

In their proposal, bidders should provide details of the following for each separate piece of data collection work:

- Medium (e.g. for a survey: telephone, videocall, face-to-face, post with push-to-web, hybrid)

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- Sampling and recruitment strategy
- How they will ensure that findings are representative of the relevant populations in GB (and any key demographic groups indicated in this proposal), e.g. through sampling, recruitment, and/or post-survey weighting

Bidders may also provide information (separately, or for the project as a whole) on the following:

- Expected response rates and confidence intervals, alongside a strategy for maximising response rates, which may involve provision of incentives (note that GSR guidance specifies that incentives for individuals should be vouchers rather than money)
- How they will reduce barriers to participation and response burden
- Piloting and/or cognitive testing
- Research management
- Data management

### Strand #1: Research with domestic energy consumers

We are seeking to collect detailed insights on consumer experiences, attitudes, behaviours and expectations with regards to smart meters, feedback on energy consumption (including via the consumer's IHD and via other routes), and energy issues more broadly. We are looking to re-baseline SMIP's existing understanding of consumer impacts, explore nascent and little-understood impacts, and determine the contribution of the smart meter rollout to consumer impacts of various kinds. This research will largely feed into theme #1 (domestic consumer impacts) but will be relevant for other themes too. We require a programme of both quantitative and qualitative research.

#### Key subgroups

Some subgroups of consumers are of particular interest for the evaluation, and it may be valuable to design data collection methods that collect robust insight from these subgroups. Some of these subgroups are of longstanding interest to the programme because they are traditionally hard to reach (e.g. consumers in the private rented sector) or have a unique benefits case (e.g. prepayment consumers). For other subgroups, DESNZ is looking to better understand issues that have emerged in the course of the rollout or grow its evidence base in the face of new benefits realisation opportunities. A suggested list of key subgroups, based on the research questions in section 2.2 (and particularly the questions in the "domestic consumer impacts" theme, section 2.2.2), is provided below, but we welcome alternative subgroups that will better address our research questions. Bidders should explain how key subgroups will be appropriately represented in data collection (while noting that a sufficiently large nationally-representative survey sample will provide some sufficiently sized subgroup samples).

- Consumers with prepayment meters.
- Consumers who have had a smart meter for several years, including consumers who have been using their IHD for some or all of this time.
- Vulnerable consumers.
- Consumers in the private rented sector.
- Consumers who have 'inherited' smart meters from previous occupants upon moving to a new residence.

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- Consumers who have a 'high interest' in their energy consumption, as defined by ownership of low-carbon technologies such as EV chargers or heat pumps, use of time-of-use tariffs, use of feedback apps, switching suppliers, or similar.
- Consumers who are experiencing or have experienced operational issues with their smart meter or IHD.

Some of these key subgroups raise issues of respondent burden and barriers to participation, especially in the case of vulnerable consumers, digitally-excluded consumers and prepayment consumers (who are more likely to be vulnerable than the general population). Bidders should outline how they will reduce respondent burden and barriers to participation. In particular we are interested in how the contractor will ensure accessibility through mode of interview (e.g. use of telephone surveys in addition to push-to-web, or use of F2F qualitative interviews in addition to telephone interviews).

### Quantitative research

For the quantitative research, we expect a GB-representative survey of domestic consumers, with a sample that includes both smart-metered and traditional-metered consumers. We suggest the following specifications for the survey:

- A sample size in the range of 4,000-6,000, which is sufficient to detect noteworthy differences between smart-metered and traditional-metered customers<sup>28</sup>, and which also allows quantitative analysis of differences between some key subgroups.
- A randomly selected sample representative of GB households. Bidders should specify if they anticipate using stratification and/or oversampling to ensure sufficient representation of key subgroups.
- A method for ensuring demographic representativeness (age, gender, income etc.)
- Methods for including digitally-excluded consumers, consumers who are not comfortable answering surveys in English, and other consumers who face barriers to participation

### Qualitative research

We require a programme of qualitative research that captures the diversity of views and experiences across key subgroups. We suggest a programme primarily composed of depth interviews, supplemented by focus groups where appropriate. We also welcome suggestions of alternative methods. Bidders should consider that it may be valuable to gather contextual information about people's homes (e.g. location of the IHD), which may require some face-to-face interviews.

Bidders should outline how they will recruit participants for the qualitative research. If bidders plan to use the quantitative survey to identify consumers for follow-up qualitative research, bidders should incorporate this dependency into their proposed project plan and timeline.

### Desk research

<sup>28</sup> By the time any survey is conducted, about 70% of households will be smart metered. Bidders should consider whether a survey of GB households will naturally produce a sufficient sample of traditionally metered households and outline any necessary mitigations, e.g. stratification of the sample.



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We anticipate that the contractor will need to do some desk-based research to inform the design of this strand, including a brief review of existing published evidence and SMIP's internal monitoring evidence, which will be made available to the contractor. Bidders should note that this data has already been cleaned and processed by SMIP's own analytical team, and the contractor will **not** be expected to undertake any significant analysis of datasets.

### Strand #2: Research with smart meter installers

We are seeking to collect data on the state of the smart meter installer workforce, alongside their experiences, attitudes and future plans. This research will largely feed into theme #3 (installers and workforce), but it will be relevant for other themes too. This research strand in particular will also produce evidence that will directly assist rollout delivery work within SMIP.

For the purposes of the contract timeline, we recommend that bidders place strand #2 data collection later in the timeline, owing to the time it will take for SMIP to assemble a list of smart meter installers and their contact details.

#### Quantitative research

We require a representative survey of smart meter installers. The total population of smart meter installers is about 7000, with about half of those employed by energy suppliers and half employed by meter operators (MOPs – non-supplier companies who install and manage meters on behalf of some suppliers). DESNZ expects to provide the contractor with a sampling frame that consists of approximately 5000 installers, including both supplier and MOP installers.

We suggest the following specifications for the survey:

- A sample size of 500-800. This assumes a relatively strong response rate compared to that achieved in similar research (such as the 2023 Heating and cooling installer study<sup>29</sup>) but bidders should note that SMIP has strong working relationships with energy suppliers and MOPs and expects to be able to leverage this to maximise response rates. Bidders should nonetheless justify their proposed sample size and what they will do to maximise response rate.
- Web format. This will likely be the simplest option since we anticipate that we will have access to installers' work email addresses.
- An interview length of no longer than 30 minutes, and ideally shorter given the pressures on installers' time.
- Appropriate incentives to maximise participation.

#### Qualitative research

We require a programme of qualitative research with installers. We recommend focus groups or depth interviews but we invite bidders to suggest other qualitative approaches that may be helpful in this context.<sup>30</sup>

<sup>29</sup> DESNZ, 2023. Heating and cooling installer study:

<https://www.gov.uk/government/publications/heating-and-cooling-installer-study>

<sup>30</sup> For comparison, the installer research conducted as part of the Early Learning Project involved several focus groups and no depth interviews.



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Additionally, we invite bidders to propose a small programme of qualitative data collection with organisations which employ, train and represent the installer workforce. Relevant organisations may include energy suppliers, MOPs, organisations which train and certify installers, and trade unions. Bidders should set out an initial list of organisations that they expect to interview. Note that DESNZ can facilitate engagement with some organisations, such as energy suppliers and MOPs. **Bidders should note that this programme of qualitative research with organisations will form part of phase 2 – unlike the rest of strand #2, which falls within phase 1.**

### Desk research

We anticipate that the contractor will need to review SMIP's internal monitoring evidence on the installer workforce, which will be made available to the contractor to the extent practical. As with any other monitoring evidence passed to the contractor, it will already be cleaned and processed and will not require the contractor to undertake any additional data analysis.

Unpublished information that DESNZ passes to the contractor will fall within the scope of the NDA.

### Strand #3: Research with networks and other market participants in flexibility and smart data

We are seeking to conduct qualitative research with various organisations on the market in smart meter-enabled flexibility and smart meter data. We are also seeking to conduct targeted qualitative research with DNOs (and possibly ESO and other organisations in the networks space) about the role smart metering may have had, or could have, in transforming how they conduct their operations.

This research will feed primarily into theme #2 (flexibility and network management) and theme #4 (wider individual and social benefits) but will be relevant for other themes too.

### Qualitative research

We require a programme of qualitative research with electricity networks and various other organisations. This could be characterised as qualitative B2B market research. Alongside networks, research participants should include providers of flexibility services of various kinds, feedback service providers, energy suppliers and other end users of smart meter data. We would also expect research with organisations who facilitate in this space such as flexibility marketplaces, the DCC, DCC Other Users and certain other Smart Energy Code (SEC) parties. Analysts or academics may also be valuable interviewees. We anticipate that depth interviews will be the most appropriate methodology for engaging with many of these people and organisations (for example, because of the potential to cover commercially sensitive topics), but we welcome bids that supplement interviews with alternative methods such as workshops or focus groups. As with other data collection in the IPE, the contractor may wish to divide this work into waves.

Bidders should demonstrate that they understand the nature of the smart data market, flexibility markets and network operations. Bids would benefit from providing an initial list of potential organisations who would participate in the research, and a plan for engaging these organisations. The contractor can expect close assistance from DESNZ in engaging with these organisations, many of whom will have existing relationships with DESNZ.

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Additionally, we anticipate that the contractor will make use of individuals with specific energy expertise to carry out or assist in this piece of qualitative research, and we expect that qualitative research in this strand will cost more, on a like-for-like basis, than qualitative research in other strands.

### Desk research

As with the other strands of data collection, we expect that this research will be supplemented by desk-based research, including a review of existing published evidence and a review of DESNZ internal monitoring evidence, which will be made available to the contractor. Note that internal monitoring data will have been cleaned and processed by DESNZ analysts, and will not require additional data analysis.

We anticipate that desk research component of this strand will be larger than the desk research components of the other strands, and bids should reflect this in their project plan and costings.

### Challenges

In their bids, bidders should discuss how they plan to overcome the following challenges:

1. Assessing the size and shape of the markets in flexibility and smart meter data.
2. Identifying the contributions of smart metering in flexibility and network operations, where the baseline (e.g. the 'non-smart-metered' counterfactual) is unclear.
3. Navigating the complexity of network operations, including how and where to effectively leverage expertise.
4. Securing the participation of market actors in these spaces, preserving their anonymity and drawing relevant insight.

### Strand #4: Research with non-domestic energy consumers

This strand of data collection falls wholly within phase 2 of the project, which will begin in Autumn 2025 subject to funding. Should phase 2 be funded, this strand will involve quantitative and qualitative data collection with non-domestic energy consumers, as well as qualitative research with non-domestic energy suppliers and third parties in the non-domestic energy sector.

As we can only provide limited detail on this strand at this stage, we provide outline methodological requirements that bidders should consider in their proposal for this strand. We also expect bids will be less detailed on this requirement.

Phase 2 begins in Autumn 2025, so we expect that data collection in strand #4 will take place towards the end of the overall timeline of data collection.

### Quantitative research

We require a quantitative survey of non-domestic premises in the scope of the smart meter mandate, which includes both businesses and public sector sites, and both smart-metered and traditional-metered sites.

We suggest the following specifications for the survey:

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- A nationally-representative sample of approximately 1000 organisations, allowing for comparison between consumers with smart meters (including advanced meters) and consumers with traditional meters in GB. DESNZ has recently published guidance on non-domestic smart meter consumer segmentation, which may assist the contractor in building a representative sample.<sup>31</sup>
- A format that maximises participation and robustness, while minimising participant burden. We have a preference for telephone interviews over online methods, given the importance of ensuring that the appropriate individual within an organisation participates in the research. If bidders do propose web-based methodology, they should explain what steps they will take to ensure it is robust (see challenge 1 below).
- Appropriate incentives to maximise participation.

Non-domestic surveys pose unique challenges, and bidders should describe how they will address these challenges. In particular, they should discuss how they plan to:

1. Achieve a sufficiently large sample. DESNZ acknowledges the challenges in achieving large samples in this area and we are open to various sampling strategies.
2. Achieve a sample that is sufficiently representative of non-domestic premises that are in scope of the smart meter mandate. These premises may be challenging to identify, as the roll-out scope is defined by consumption and this information is not easily accessible for individual customers.<sup>32</sup> Bidders may wish to consider proxies. For example, the consumption thresholds mean that most large businesses and premises are excluded, some medium-sized are included, and almost all small premises and microbusinesses are included. They should also assess the extent to which it is possible to bring public sector sites into the survey sample, given that they may not be common in sampling approaches for non-domestic research.
3. Overcome the difficulty in identifying the right respondent in non-domestic organisations, i.e. the organisation's energy decision-maker, or someone knowledgeable about their organisation's energy supply and costs. This information and responsibility may be shared across multiple individuals and it may be challenging to make contact, either due to gatekeepers or lack of contact details.

Bidders should be mindful of the time pressures on small businesses and public sector sites, and design their methodology accordingly to maximise participation and minimise participant burden.

**Qualitative research**

We require a programme of qualitative research with non-domestic energy consumers, which may involve depth interviews, focus groups and/or alternative methods.

Additionally, we invite bidders to propose a small programme of qualitative data collection with organisations in the non-domestic energy sector, primarily non-domestic energy suppliers but also third parties such as licensed Third Party Intermediaries (TPIs).

<sup>31</sup> BEIS/DESNZ 2023. Non-domestic smart meter consumer segmentation:

<https://www.gov.uk/government/publications/non-domestic-smart-meter-consumer-segmentation>

<sup>32</sup> Premises are in scope where they are in electricity profile classes 1-4 or have gas consumption less than 732 MWh per annum.

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### Desk research

As with the other strands of data collection, we expect that this research will be supplemented by desk research, including a review of existing published evidence and a review of DESNZ internal monitoring evidence, which will be made available to the contractor.

### Analytical strategy

For each of the evaluation themes, the contractor will be required to integrate quantitative and qualitative research, likely from multiple of the above data collection strands, to provide clear, detailed and insightful answers to the research questions. Bidders should outline the overarching evaluation and analysis framework they will adopt (see section 3.2).

Below, we outline our suggested analytical strategy for each theme, but bidders are invited to propose modifications and alternatives based on their own experience and expertise. Bidders should also comment on their approaches to the analysis of qualitative and quantitative data. For quantitative data, this could include including data processing and cleaning, the use of descriptive or inferential analysis, weighting and any modelling that will be undertaken. For qualitative data, this could include how themes will be identified and developed and whether analysis will be undertaken within or across cases.

### Domestic consumer impacts

Analysis within the domestic consumer impacts theme will involve synthesising:

- quantitative and qualitative data collected and analysed as part of this evaluation project, primarily from strand #1 but also from strands #2 and #3.
- existing published evidence on consumer experiences and attitudes to smart metering.
- DESNZ's own internal monitoring evidence.

Given that it is feasible to gather data from traditionally metered households, it is likely that counterfactual evaluation methods will be applicable for this theme (e.g. a matched comparison of smart and traditionally-metered households). However, to achieve a full and convincing assessment of the contribution of various parts of the rollout and the smart metering system towards various consumer outcomes and impacts (some of which will only emerge in the course of data collection), theory-based methods may add additional value. The contractor may find the theories of change developed within SMIP to be valuable for this purpose.

### Flexibility and network management

Analysis within the flexibility and network management theme will involve synthesising:

- quantitative and qualitative data collected and analysed as part of this evaluation project, primarily from strand #3 but also from strand #1 and strand #4
- existing published evidence on the role of smart metering in flexibility and network operations
- DESNZ's own internal monitoring evidence.

As noted in section 2.2.2, analysis in this theme is likely to comprise of an evaluation of the present state of play, a forward-look to likely future developments, and an assessment of barriers and enablers in those future scenarios. A key part of this work will be determining how a single contributor – the national smart metering system – is contributing to various outcomes in

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flexibility and in network and grid management, and how it is likely to continue to contribute in future.

Since the outcomes in these areas are quite diffuse, and the causal mechanisms at work are complex and hard to unpick, we anticipate that the contractor may wish to employ theory-based evaluation methods to identify the additionality contributed by the smart meter rollout. This may involve theory of change work. Some counterfactual impact evaluation methods may also be useful: for instance, if interviews are conducted with multiple participants in the flexibility space who offer similar services, or with representatives from multiple DNOs, then Qualitative Comparative Analysis may allow the contractor to determine what features are shared across successful use cases.

### Installers and workforce

Analysis within the installers and workforce theme will involve synthesising:

- quantitative and qualitative data collected and analysed as part of this evaluation project, primarily from strand #2 but potentially also from other strands.
- DESNZ's own internal monitoring evidence.

Unlike the other themes, this theme asks a mixture of process and impact evaluation questions, some of which are forward-looking in nature. The chosen methodology should allow us to better understand the state of the installer workforce, assess how and to what extent the workforce has realised benefits across the system, and extract lessons both for SMIP going forward, and for cross-Governmental stakeholders.

### Wider individual and social benefits

Analysis within the wider individual and social benefits theme will involve synthesising:

- quantitative and qualitative data collected and analysed as part of this evaluation project from across all four strands
- existing published evidence on the wider smart metering benefits landscape
- DESNZ's own internal monitoring evidence.

This theme involves assessing the diverse contributions made by various aspects of the rollout and smart metering system. One approach that may be useful is Outcome Harvesting, to gather detailed stories on a diverse range of ways in which smart metering is having wider impacts. Some of these could be upgraded to case studies with bespoke outputs, with more detailed investigation and writeup (see section 4.2.5).

When it comes to synthesizing the outcomes or case studies that relate to smart data, Qualitative Comparative Analysis may be useful in determining how and why different organisations have used smart meter data in different ways, given that different classes of organisations have different levels of access, and routes to accessing, smart meter data.

### Non-domestic consumer impacts

Analysis within the non-domestic consumer impacts theme will involve synthesising:

- quantitative and qualitative data collected and analysed as part of this evaluation project, primarily from strand #4 but also from strands #2 and #3
- existing published evidence on non-domestic consumer impacts



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- DESNZ's own internal monitoring evidence.

However, since data collected in relation to the Non-Domestic Data Offer policies should **not** be included in the final synthesis report (see section 3.6 below), we anticipate that there will be comparatively less analytical work required in this theme. Only those research questions which are about the wider experience of non-domestic energy consumers with smart meters should be answered alongside the other themes.

For those questions, an analytical approach similar to the one pursued for the domestic consumer impacts theme may be appropriate. It should, however, take into account the relatively less mature and more heterogeneous state of the smart meter benefits landscape for non-domestic consumers.

## Synthesis

The contractor must synthesise the findings of almost all data collection strands into a final synthesis report (see section 3.2). The synthesis report is in addition to the final evaluation report (which will be a descriptive output reporting the findings from each research strand). We expect the synthesis report to be a significant report, and bidders should allocate resources accordingly. The synthesis report should be delivered to DESNZ by Summer 2026, and it must meet Government's standards for publication (see section 4 below).

Exceptionally, findings related to the Non-Domestic Data Offer policies, which will be addressed primarily through strand #4 of data collection, should be excluded from the synthesis report. This is because the evidence gathered in relation to these policies will form part of a separate, broader evaluation of these policies which is not in the scope of this contract.

## Timeline

We anticipate that data collection, data analysis, synthesis and reporting will be organised into sequential stages or tranches, where the findings of earlier stages can inform the design of later stages. The timing and content of these stages should be clear in the proposed timeline, which bidders should submit alongside their project plan. Any dependencies between pieces of work should be made clear in the project plan.

DESNZ has no preferences about the order in which the various components of the work should be undertaken, beyond the requirement that phase 2 work starts no earlier than Autumn 2025. Phase 2 work can run concurrently with phase 1 until the end of the contract. Additionally, bidders should note that there is significant budget available in financial year 2024-25 (see section 4.7), and they should plan to maximise use of this in their timeline.

Bidders should note that DESNZ expects regular interim reporting throughout the duration of the contract (see section 4.2.3). Bidders should also ensure that all research can be completed within the overall timeframe of the project.

The proposed timeline will incorporate the following milestones:

Dec 2024	Contract awarded; phase 1 work begins
Dec-Jan 2025	DESNZ provides contractor with policy and analytical briefings (briefings will likely take the form of workshops or presentations, and will include: consumer policy, networks policy, rollout delivery)



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Jan 2025	Contractor submits inception report
March 2025	Contractor submits evaluation and analysis plan
Q1 2025	Recruitment and fieldwork begins
Q2 2025	First data collection reports and analytical briefings delivered to DESNZ
Oct 2025	Phase 2 work begins (concurrently with phase 1)
Q2 2025 - Q1 2026	Further interim reports and briefings delivered to DESNZ
Q2 2026	Final evaluation report, synthesis report and presentation delivered to DESNZ

## Risks and challenges

This is a large and complex evaluation tackling a number of interconnected questions with multiple strands of data collection and data analysis. The contractor must demonstrate willingness to adopt a flexible and collaborative approach to resolving any issues that arise with DESNZ and its stakeholders.

We would like bidders to outline how they would tackle the following key challenges, which span multiple data collection strands:

- Mobilising resources quickly at the start of the project. We expect a significant amount of work to start on data collection right from the outset of the project.
- Maintaining momentum and a consistent project team over the approximately 20-month duration of the project (December 2024 to Summer 2026).
- Keeping DESNZ engaged in the process of building towards an evaluation analysis over the duration of the contract.
- Attributing impacts and changes to the smart meter rollout in a context where the rollout has been going on for over a decade, and counterfactual approaches will be increasingly difficult to implement effectively. If bidders choose to use baselines from the traditional-metered population, they should be aware that the smart- and traditional-metered populations are increasingly different in ways that could affect outcomes, and they should state how they will overcome the difficulties this causes.

DESNZ would be interested to hear from bidders about any other significant challenges they foresee and how they would tackle them. Bidders will be expected to present an initial risk register in their bid, containing risks and how they will be mitigated.

## Deliverables

### Skills for the contractor project team

DESNZ welcomes bids from suppliers (including consortia) with expertise in the following areas:

- Evidence synthesis
- Theory-based evaluation
- Quantitative and qualitative data collection and analysis
- Qualitative B2B market research

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- Desk research including evidence reviews
- Management and delivery of complex evaluation projects
- Energy, including energy markets, household and non-domestic energy demand, energy efficiency, flexibility and demand-side response, electricity network operations and energy supplier operations.

The following criteria are also desirable:

- Familiarity with smart metering in GB.
- Expertise in surveys and qualitative research with small businesses and public sector consumers.

## Outputs

The contractor is expected to deliver at least the following outputs over the duration of the project.

### *Data collection*

- Inception report (after 1 month)
- For each piece of data collection work:
  - Survey designs and questions, or topic guide
  - Sampling or recruitment strategy
- Any other data collection tools

### *Analysis*

- Evaluation and analysis plan (after 3 months)
- Any other analytical tools

### *Reports, briefings, workshops and presentations*

- Final synthesis report for publication
- Final evaluation report on strands #1, #2 and #3 for publication
- Final evaluation report on strand #4 for publication
- Final presentation for SMIP audience
- After each piece of data collection work:
  - Interim data collection report describing methodology and results in full, with technical annexes. These will ultimately be aggregated / converted into the final evaluation reports mentioned above.
- After each significant data collection milestone (to be defined during scoping and inception):
  - 'Initial findings' briefing (in the form of a slide pack) and workshop for SMIP audience

### *Other outputs*

- Anonymised quantitative datasets with guides to usage (for publication)
- Cross-tabs used for survey analysis
- Other publishable outputs geared towards user-friendly reporting and dissemination across DESNZ and for publication (e.g. case studies).

### *Project management*

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- Weekly written updates via email
- Up-to-date project tracker
- Attendance at the IPE working group (typically via Microsoft Teams). We anticipate that this group will meet fortnightly, but it may meet more frequently at times of high intensity.
- Ad-hoc attendance at other IPE-related or DESNZ meetings

Bidders should note that DESNZ will own the intellectual property rights to all intermediate and final deliverables, including any data used. Costs for the production of the final and interim deliverables should be included in full in project costings.

All outputs will need to go through several rounds of review (the contractor should plan for at least three rounds) and will need to be receive final sign-off from DESNZ before any payments contingent on final delivery can be made.

### Inception report and evaluation and analysis plan

Within the first month of the contract starting, DESNZ expects to receive an inception report, which includes updated project plan, updated research questions (based on initial engagement with the DESNZ team), and draft scopes for data collection activities.

Within 3 months of the contract starting, DESNZ expects to receive a detailed evaluation and analysis plan, which describes the overarching evaluation framework that will be adopted, how the four data collection themes will feed into it, and how the research questions within the five evaluation themes will be addressed. It should include a strategy for analysing survey data, including post-survey weighting where applicable, and a strategy for analysing qualitative data. An outline version of this plan should be submitted as part of the bid.

### Final evaluation reports, synthesis report and presentation

At the completion of the project, the contractor will provide two final evaluation reports: one that draws together the data collection and data analysis undertaken during strands #1, and #2 and #3, and a separate report that does so for strand #4 only. We anticipate that these final reports will be amalgamated from the interim data collection reports, which are to be submitted after significant data collection milestones (see section 4.2.3 below).

The contractor will also provide a synthesis report that takes the findings of the evaluation report and synthesises it with SMIP's existing evidence base to address the research questions in the project's evaluation themes. Note that the synthesis report will **exclude** data collected in relation to the Non-Domestic Data Offer policies, though it should bring in other data collected in strand #4 which relates to the wider impacts of smart metering on non-domestic consumers.

The final evaluation reports and the synthesis should be impactful and as concise as possible. An approximate page length will be agreed before delivery but we expect that the final evaluation report will be lengthy and descriptive, detailing the findings from each research strand. The synthesis report will be shorter, drawing conclusions across the gathered evidence in relation to each theme and the associated research questions.

All reports will be published on Gov.uk. The contractor will also deliver a presentation with an accompanying PowerPoint slide pack relaying the key findings to DESNZ.

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The final written reports must be produced in accordance with the DESNZ report writing and accessibility guidance. The final evaluation report should be accompanied by technical annexes detailing in full the methodology and results for each piece of data collection work. Prior experience is that published reports may require several drafts and this should be taken into account when considering timelines and costs. Outputs that will only be seen by DESNZ audiences will require fewer drafts.

Bids will benefit from providing additional publishable outputs that support user-friendly dissemination across DESNZ, for example case studies, interactive dashboards or infographics.

### Interim reports, workshops and briefings

We expect the contractor to adhere to the principles of timely and impactful interim reporting to DESNZ throughout the duration of the contract. We invite bidders to propose their own reporting schedule that aligns with their project timeline.

After each piece of data collection, we expect a data collection report (with accompanying technical annexes), which describes methodology and results in full. These interim data collection reports will ultimately be bundled for publication in the final evaluation reports, and the contractor should write them with this in mind.

After each significant data collection milestone (which may follow one or multiple pieces of data collection work), we expect an 'initial findings' briefing (in the form of a slide pack) and a workshop for a SMIP audience that summarises topline findings from the recent data collection work. Bidders should propose data collection milestones in their proposed reporting schedule, and they will be agreed with DESNZ during inception and scoping.

In addition, the contractor will be required to adhere to the above principles of timely and impactful interim reporting when it comes to progress on analysis, as well as data collection. Bidders should specify how they plan to meet this requirement when it comes to analytical progress, and any briefings, reports or other interim deliverables that help them meet this requirement should be included in the reporting schedule.

### Note on strand #4

Strand #4 of data collection, involving non-domestic energy consumers, is wholly contained within phase 2. The decision whether to fund phase 2 of the project will be taken by DESNZ no later than 1<sup>st</sup> October 2025, and consequently phase 2 work should begin no earlier than then. The contractor will be informed of the outcome of the decision in writing. As part of strand #4, bidders should provide a data collection report or reports, as well as one or more initial findings briefings and workshops, as they will for other piece of data collection in the IPE. However, the contractor should provide a separate final evaluation report for the data collection in strand #4, and we do **not** require that all the findings from strand #4 are integrated into the final synthesis report.

While findings relating to the Non-Domestic Data Offer policies are not in scope of the final synthesis report, we anticipate that data collected in strand #4 which relates to wider impacts and benefits for non-domestic consumers could be integrated into the final synthesis report (for example where it relates to non-domestic consumers' adoption of flexibility).

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The reason for separating out data collected in relation to the Non-Domestic Data Offer policies, and not including it in the final synthesis report, is that DESNZ is planning a separate evaluation of these policies which is not in the scope of this contract.

### Additional outputs

Survey datasets and cross-tabs used in analysis will be shared with DESNZ in anonymised format in a timely manner. Contractors should also provide a short guide to help DESNZ colleagues understand and use the datasets. We intend to publish anonymised datasets alongside final reports.

We do not require that raw qualitative data from qualitative data collection work is shared with us – however, the contractor is expected to share qualitative data from surveys (i.e. the answers submitted for open-ended questions).

Bidders are welcome to propose ways of making the outputs described above more engaging for colleagues across DESNZ, for example, with creative visual content such as graphic novel illustrations to communicate a customer experience or interactive dashboards.

### Alternatives

If bidders submit an alternative to the suggested methodology, DESNZ would expect a similar quantity of outputs. In all instances, outputs should be high quality, appropriate for the audience, and impactful.

### Quality of outputs

In the event DESNZ deems the quality of submitted outputs to be insufficient owing to data issues or poor drafting, DESNZ will be at liberty to request additional drafts and would not expect to incur additional charges for this. DESNZ will endeavour to be as clear as possible about expectations in regards the scope and quality of reports and will be reasonable in making requests for extra drafts. DESNZ reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the contractor's QA plan or wider bid.

### Ethics

DESNZ expects that the winning supplier will follow the GSR ethical principles as laid out in the professional guidance.<sup>33</sup> These are:

1. Research should meet a clear user need and public benefit.
2. Research should be based on sound research methods and protect against bias in the interpretation of findings.
3. Research should adhere to data protection regulations and the secure handling of personal data.
4. Participation in research should be based on specific and informed consent.
5. Research should enable participation of the groups it seeks to represent.

<sup>33</sup> Government Social Research Profession, 2011/2021. GSR Ethical Assurance for Social and Behavioural Research: <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>



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6. Participation in research should be conducted in a manner that minimises personal and social harm.

Bidders should consider the above principles clearly in their bid and show evidence of how they have mitigated risks relating to these, in each stage of their proposed research design. In particular, we invite bidders to describe how they will mitigate risks related to principle 5, since research strands #1, #2 and #4 all impose some degree of respondent burden, and strand #1 seeks to represent all domestic energy consumers, including those who are digitally excluded or might face other barriers to participating in research.

During the course of the research, the contractor may encounter participants who require additional support. It may be appropriate to signpost participants to additional support (e.g. with energy costs), in which case we will work with the successful bidder to ensure this is done in an appropriate way.

## Project management

The contractor will be expected to identify one named point of contact through whom all enquires can be filtered. A DESNZ project manager will be assigned to the project and will be the central point of contact.

Where a consortium or sub-contractors are in place, DESNZ expects that they are included in meetings and review points where relevant to ensure their full engagement in the project. This will only be occasionally, and DESNZ does not expect that this will be a matter of routine. Overall, DESNZ ultimately expects the lead contractor to be responsible for management of sub-contractors, including ensuring they understand DESNZ's requirements. DESNZ does not expect to take any role in the management of sub-contractors. It is expected that the lead contractor takes an active role in oversight of all strands of research and bears the overall responsibility for the delivery of the evaluation activities and outputs.

The contractor is expected to provide weekly written updates on project progress and outstanding actions for both the contractor and DESNZ. The contractor is also expected to provide project updates at meetings of the evaluation working group, which will include the DESNZ project manager and other DESNZ individuals with day-to-day involvement in the project. The frequency of working group meetings is likely to vary throughout the course of the project in line with the nature of the activities at the time, but it will meet at minimum fortnightly, and may meet more frequently at times of high intensity. Additionally, the contractor may sometimes be required to join an ad-hoc Microsoft Teams call to deal with an emerging issue.

The IPE will have two key governance groups: the Project Board, which will be the decision-making body for the evaluation, and Evaluation Reference Group, which will serve as a forum for key external stakeholders to provide strategic input and raise issues. On occasion, DESNZ may request that the contractor attend these meetings, or other ad hoc meetings. Bidders should account for a small number of hours in this respect.

It is expected that the contractor will keep a project tracker up to date, which will include a Gantt chart, an invoice schedule and an overview of the budget for each research stream. Although this is for the contractor's own purposes, DESNZ expects it to be easy to follow so that DESNZ can effectively monitor progress.



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On occasion, DESNZ may ask the winning supplier to attend a DESNZ office for a face-to-face meeting. This is not expected to be regular occurrence and online meetings will be the default. Attendance will be at the contractor's own expense.

The successful contractor will be expected to sign and adhere to an NDA and Data Processing Agreement (see Joint Schedule 11) before commencing work on the project.

### Risk register

Any risks associated with the evaluation should be discussed and compiled into a single risk register across the whole evaluation. The risk log should include severity ratings and suggestions for mitigations. This should be a working document throughout the evaluation with both the contractor and DESNZ providing input regularly. However, it is expected that the contractor will ultimately hold responsibility for the log and update it as and when needed.

### Quality Assurance

Bids should state the quality assurance processes that will be applied to different activities and outputs.

Sign-off for quality assurance must be done by someone of sufficient seniority within the lead contractor organisation to be able to take responsibility for the work done, who must be named in the bid. This extends to work produced by sub-contractors. Acceptance of the work by DESNZ will take this into consideration. DESNZ will ultimately hold the lead contractor accountable for all work produced, including that of sub-contractors. The lead contractor should ensure they have the resources available to assure the quality of work produced by sub-contractors. DESNZ expects work will be submitted to us by the lead contractor in all instances and that they will receive feedback from us.

To demonstrate an effective process to produce high quality reporting, the contractor must ensure that quality assurance is done by individuals who were not directly involved in that particular research or analysis.

Bidders should note that DESNZ may appoint its own peer reviewer(s) to QA some outputs, including the primary research materials, interim and final reports. Consideration should be given to how the external peer reviewer(s) will be included in the QA process. A DESNZ peer reviewer will not be expected to provide detailed quality assurance, their role will be focused on higher level peer review.

Where complex or innovative methods are proposed, bidders should specify how additional quality assurance will be provided. Where necessary, this should include the use of external experts.

Outputs will be subject to DESNZ internal approvals, the more substantive the output the longer the approval time required. Bidders should assume published reports will require three rounds of review, which should be factored into the timelines.

The lead contractor will be responsible for any work supplied by sub-contractors. For primary research, contractors should be willing to facilitate DESNZ research staff to attend interviews or listen in to telephone surveys as part of the quality assurance process.

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### Cost

The maximum total budget for this project is £880,000 excluding VAT. This figure includes at most £700,000 for phase 1 and at most £180,000 for phase 2. Bidders are advised that there is no commitment in relation to Phase 2 and DESNZ will take the decision about whether to fund phase 2 before it starts in Autumn 2025, subject to DESNZ's budgetary considerations. Bidders should note that there is significant budget available in financial year 2024-25 (£100-150k), and they should set out how they will maximise use of this.

DESNZ also holds a £70K budget for additional unforeseen evaluation services. Bidders are advised that there is no commitment in relation to the additional budget and that bids will be evaluated based on the £880K budget (Phase 1 and Phase 2 only).

Bidders are advised that the rates within AW5.2 Price Schedule for Phase 1 and Phase 2 (including the additional budget of £70,000.00 excluding VAT held by the Contracting Authority in relation to unforeseen evaluation services, if required) will be applied to the contract and shall remain fixed and firm for the full contract duration.

Contractors should provide a full and detailed breakdown of costs. This should include staff (and day rate) allocated to specific tasks.

The following table shows which pieces of work can be costed within each of the two phases:

Phase	Budget	Strand	Work
1	£700,000	1	Survey of domestic consumers
			Qualitative data collection with domestic consumers
		2	Survey of installers
			Qualitative data collection with installers
		3	Qualitative research with networks and other flexibility and smart data market participants
			Significant quantity of desk research into network operations, flexibility and smart data
		Other	Synthesis and reporting
			Expertise
			Project management and other overheads
2	£180,000	2	Qualitative data collection with organisations related to installers
		4	Survey of non-domestic consumers
			Qualitative data collection with non-domestic consumers
			Qualitative data collection with organisations in the non-domestic energy sector
		Other	Phase 2 reporting, expertise and project management

In submitting full tenders, bidders should confirm in writing that the price offered will be held for a minimum of 90 calendar days from the date of submission.

### Payment milestones

Details of payment stages will be agreed with the contractor. Broadly speaking, payment will be made upon receipt of a deliverable, subject to acceptance by DESNZ and upon receipt of valid

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invoice and Purchase Order. Initial payments to cover expenses may be given where need can be demonstrated. Contractors are welcome to propose their own invoicing arrangements based on their proposed timeline of deliverables.

## Data security

The contractor must comply with the General Data Protection Regulation 2016 (GDPR) and any information collected, processed and transferred on behalf of DESNZ, and in particular personal information, must be held and transferred securely. Bidders must provide assurances of compliance with the GDPR and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to DESNZ. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of DESNZ do so securely. The sorts of issues which must be addressed satisfactorily and described in bids include:

- procedures for storing both physical and system data
- data back-up procedures
- procedures for the destruction of physical and system data
- how data is protected
- data encryption software used
- use of laptops and electronic removable media
- details of individuals responsible for data security
- policies for unauthorised staff access or misuse of confidential/personal data
- policies for staff awareness and training of Data Protection Act
- physical security of premises
- how research respondents will be made aware of all potential uses of their data.

Bidders must provide assurances that any tools they intend to use for the collection or analysis of quantitative or qualitative data are UK GDPR compliant.

For information only: the contractor must ensure that the Privacy Notices for research participants include all the information required under the 'Right to be Informed' provisions of the UK GDPR. This includes lawful bases for processing personal data under Article 6 of the Regulation and Special Category Data under Article 9 of the Regulation.

## Social value

Every government contract is expected to offer a social and environmental return on investment, over and above the contract deliverables. Bidders will be scored on the extent to which they would add social value to the UK through the evaluation. In particular, the bidder must add social value under the theme "Wellbeing" with the policy outcome of "Improve health and wellbeing".<sup>34</sup> Bids will be assessed for both the quality and extent of the social value being offered.

<sup>34</sup> A guide to social value in government projects can be found here:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>. Detail on the theme of "Wellbeing" can be found here: [https://assets.publishing.service.gov.uk/media/5f6ccf89d3bf7f7237cf4015/PPN-06\\_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf](https://assets.publishing.service.gov.uk/media/5f6ccf89d3bf7f7237cf4015/PPN-06_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf).

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## Annex A: Aggregated theory of change for programme

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## Annex B: Detailed research questions

The research questions below expand the high-level research questions in section 2.2, organised by theme. These questions should not be treated as final, but are designed to give bidders an idea of what kind of information we are interested in. They will undergo substantial revision once the contract has been awarded, in consultation with policy teams within SMIP.

### Domestic consumer impacts

*To what extent is smart meter-enabled feedback (e.g. via IHDs) and information (e.g. accurate bills) contributing to long-term improvements in energy savings and consumers' control over their energy use, and how?*

- How have consumers reacted to the feedback, in terms of long-term behaviour change and decisions to invest in energy efficiency measures?
- To what extent have smart meters improved the information available to consumers on their energy consumption?
- To what extent have smart meters driven recent changes in energy literacy, consumption behaviour and energy management decisions? Are there any links between smart metering and how people responded to the energy price crisis?
- How do consumers engage with smart meter feedback in the long-term, i.e. long after an initial installation? What tools do they use and why? And how sustained are the behavioural changes that consumers make?
- To what extent are IHDs used as a long-term feedback tool?
- What is the uptake of innovative feedback tools and how do consumers perceive and use them?
- What are consumers' views on smart meter-enabled feedback? And energy management tools more broadly?
- To what extent do consumers trust the feedback they receive from their IHD (especially the tariff information) and how does their level of trust affect their behaviour?

*How has smart metering changed domestic consumers' interactions with and expectations of energy suppliers?*

- How has smart metering changed consumers' interactions with their supplier, taking into account the different experiences of credit and prepayment consumers?
- To what extent has smart metering changed consumers' expectations of suppliers in terms of customer service, tariff options and feedback provision (including IHDs and apps)?
- To what extent has smart metering led to a change in how consumers perceive energy suppliers and the energy market?
- To what extent did smart meter owners experience recent turbulence in the energy market differently from traditional meter owners? 'Turbulence' here would include the energy price crisis, the various energy affordability schemes put in place to mitigate it, and the exit of multiple suppliers from the market in 2022.

*To what extent has smart metering and feedback changed how consumers think about energy use, emissions and Net Zero?*



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- Has smart metering affected consumers' attitudes towards carbon emissions and Net Zero?
- How has smart metering affected consumers' attitudes towards low carbon technologies, in terms of interest and intention to invest?

*What is the role of the installation experience in enabling consumers to realise the benefits of smart metering?*

- To what extent do consumers who move into premises that already have a smart meter installed use IHDs or feedback more generally, and to what extent do they understand their consumption and realise benefits?
- What is the role of at-installation energy efficiency advice in enabling consumers to understand their consumption and make changes, both immediately after installation and in the long term?

*To what extent do consumers who experience operational issues with smart meters and IHDs realise the benefits of smart metering?*

*How do different demographic sub-groups of consumers experience feedback on energy use, and to what extent do they realise the benefits of smart metering? This includes single vs. multi-person households, vulnerable consumers, credit vs. prepayment consumers, consumers with different kinds of housing tenure, as well as other different groups of consumers.*

## Flexibility and network management

*To what extent is smart metering unlocking flexibility for domestic and non-domestic consumers, and how?*

- What kinds of products and services are available to consumers to allow them to participate in flexibility (e.g. time-of-use tariffs, bill discounts, plans that integrate with home technologies, DFS schemes)?
- To what extent are consumers taking up these flexibility products and services?
- Is smart meter-enabled flexibility changing consumers' behaviours, including demand shifting and demand destruction, and is it enabling them to realise material benefits?
- How do domestic consumers view available flexibility and time-of-use products and services, and what motivates users and rejectors? For instance, how attractive are the rewards of grid export vs. self-consuming solar PV?
- To what extent is feedback an enabler for consumers to take up flexibility services?

*To what extent is smart metering unlocking flexibility in the energy market, and how?*

- For which participants in the energy market does smart meter-enabled flexibility offer value (e.g. energy suppliers, DNOs, ESO, aggregators)?
- In which markets is smart meter-enabled flexibility participating (e.g. day-ahead, intraday, balancing, local flexibility, capacity), and what is determining this?
- What has been the effect of the announcement and subsequent delay of Marketwide Half-Hourly Settlement on the participation of smart metering in flexibility?
- Have there been any further system-level impacts of smart metering on the energy market?
- Is there a level of smart meter coverage at which flexibility services become viable and attractive for businesses, and has it yet been reached?

*To what extent has the smart meter rollout enabled growth in household low-carbon technologies?*

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- To what extent has the smart meter rollout enabled growth in solar PVs, EVs, battery storage and heat pumps?
- To what extent has the expansion in energy suppliers' export tariff offerings been driven by the rollout?
- What has been the interaction between the rollout and the Smart Export Guarantee policy?

*Are DNOs and ESO using smart meter data and functionality to conduct business?*

- To what extent are DNOs (and ESO) leveraging smart metering to manage the following:
  - increased intermittency from renewables
  - increased embedded generation
  - decision-making on investment and reinforcement
  - new connections
  - operational business, including site visits and customer handling
  - continuity of supply, including outage prediction and management
- Is there a level of smart meter coverage at which DNOs and ESO can leverage smart meter data and functionality at scale to conduct their business, and has it yet been reached?

## Installers and workforce

*To what extent has the programme succeeded in building an appropriately sized and skilled installer workforce, and what are the lessons for other government programmes that require skilled workforce development?*

- How effective are industry training and certification schemes in equipping installers with the skills they need, for both domestic and non-domestic smart meter installations?
- What lessons can be learnt from the establishment of the smart meter installation workforce, that could be useful for maintaining that workforce sustainably into the future, and for other energy and cross-governmental programmes requiring skilled workforce development?
- How do business practices differ across commercial MOPs and in-house MOPs, and what are installers' views on working for each?
- How do the attitudes and experiences of installers trained during the rollout differ from those of installers who were trained prior to smart metering?

*To what extent are installers delivering on their obligations under CoMCoP, and to what extent are CoMCoP obligations enabling consumers to realise benefits?*

- What are installers' views of their consumer engagement obligations at installations, such as the IHD demonstration and providing energy efficiency advice, as encoded in the Consolidated Metering Code of Practice (CoMCoP)?
- Are installers delivering on their consumer engagement obligations at installation?
- To what extent do installers' consumer engagement obligations enable consumers to realise benefits from their smart meter?
- To what extent are installers functioning as consumer-facing advocates for smart meters and smart meter benefits?
- To what extent are installers functioning as consumer-facing advocates for smart technology beyond smart metering and Net Zero?
- What can be learned about the possibility of using installers to deliver services beyond their usual technical remit?

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*What can installers tell us about ongoing barriers and enablers to the smart meter rollout?*

*What is the future of the smart meter installer workforce?*

- What is the outlook for maintaining an appropriately sized and skilled installer workforce for the next 5-10 years relative to demand, and what are the risks (e.g. other attractive career options in the Net Zero space)?
- What are the long-term intentions of the installer workforce? How many intend to stay working on smart meters beyond the completion of the roll-out (e.g. for 4G transition or maintenance work), or move into other Net Zero priority areas (e.g. heat pump or EV charge point installation)? And what can we learn from former installers who have already moved on to other jobs?
- To what extent has the establishment of the workforce contributed to the delivery of other Net Zero priorities (e.g. heat pump installation)?

## Wider individual and social benefits

*This theme is not organised around a set of research questions – see section 2.2.4.*

## Non-domestic consumer impacts

*To what extent are non-domestic energy consumers receiving benefits from the non-domestic data offer policies?*

- To what extent have the data offer policies impacted the way consumers use energy and contributed to energy savings? And how?
- How are these impacts distributed (e.g. across suppliers, tools, segments) and how far are they generalisable to the wider population?
- To what extent has the policy resulted in market progress in innovations with respect to data tools, tariffs and other offerings which support customer benefits and engagement in the energy market?
- Has the policy increased market-wide use of smart meter-enabled data tools?
- To what extent are customers aware of the data offer, how to access data and the benefits of doing so?

*How have suppliers responded to the requirements of the non-domestic data offer policies (including routes to market and whether functionalities are supported by previous research regarding customer engagement)?*

*In what other ways is the smart meter rollout impacting non-domestic energy consumers?*

- How do non-domestic consumers view smart-enabled products and services, and to what extent do they take advantage of them?
- To what extent, and how, is smart metering helping non-domestic consumers achieve better outcomes in the energy market?

*How has smart metering affected non-domestic consumers' relationship to their energy consumption?*



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# Core Terms - DPS

## **1. Definitions used in the contract**

Interpret this Contract using Joint Schedule 1 (Definitions).

## **How the contract works**

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.

2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
- (b) create new Order Schedules;
- (c) exclude optional template Order Schedules; and/or
- (d) use Special Terms in the Order Form to add or change terms.

2.5 Each Order Contract:

- (a) is a separate Contract from the DPS Contract;
- (b) is between a Supplier and a Buyer;
- (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and (d) survives the termination of the DPS Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When

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information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

(a) verify the accuracy of the Due Diligence Information; or (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

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

2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

## **What needs to be delivered**

### **All deliverables**

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care; (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (f) on the dates agreed; and (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

### **Goods clauses**

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.



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3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

**Services clauses**

3.3.1 Late Delivery of the Services will be a Default of an Order Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

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3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **Pricing and payments**

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

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- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **The buyer's obligations to the supplier**

### **5.1 If Supplier Non-Performance arises from an Authority Cause:**

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

### **5.2 Clause 5.1 only applies if the Supplier:**

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

## **Record keeping and reporting**

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

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6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

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

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

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied; (c) details of any issues; and (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and the Security Policy; and
  - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
  - (b) each 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 each Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
  - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
  - (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

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

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

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

## **Intellectual Property Rights (IPRs)**

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

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs 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.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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



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- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **Ending the contract or any subcontract**

### **Contract Period**

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

### **Ending the contract without a reason**

10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

### **Rectification plan process**

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

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- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

**When CCS or the buyer can end a contract**

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant 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; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

## **When the supplier can end the contract**

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

## **What happens if the contract ends**

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or

20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprourement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

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10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

### **Partially ending and suspending the contract**

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

### **When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

## How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, 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;
- (d) its obligation to pay the required Management Levy or Default Management Levy.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **Obeying the law**

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **Data protection**

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

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

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

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

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

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant



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Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

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

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, 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;

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- (d) if the information was in the public domain at the time of the disclosure;
  - (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
  - (f) on a confidential basis, to its auditors;
  - (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
  - (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 In spite of Clause 15.1, 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 Relevant Authority at its request.
- 15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
  - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
  - (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

**When you can share information**

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

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16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## **Invalid parts of the contract**

If any part of a 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 is valid or enforceable.

## **No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **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.

## **Circumstances beyond your control**

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

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

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20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **Giving up contract rights**

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

## **Transferring responsibilities**

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

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

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

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

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

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

## **Changing the contract**

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

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24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day.

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Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

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

**Dealing with claims**

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.



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

**27.1 The Supplier must not during any Contract Period:**

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

**27.2 The Supplier must during the Contract Period:**

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

**27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses**

**27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:**

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

**27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.**

**27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:**

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- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **Equality, diversity and human rights**

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

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

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

## **Health and safety**

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

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

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **Environment**

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## 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. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 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 an Order Contract, the Supplier must both:

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

31.4 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 Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough

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to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and

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

## **Conflict of interest**

32.1 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 of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer 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.

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

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## **Resolving disputes**

34.1 If there is a Dispute, the senior representatives of the Parties 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.

34.2 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 34.3 to 34.5.

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34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

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

34.4 The Supplier agrees that the Relevant 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.

34.5 The Relevant 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 34.3, unless the Relevant 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 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

## **Which law applies**

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