

DPS Schedule 6 (Order Form and Order Schedules)

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DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: PS23360 Great British Insulation Scheme Evaluation
(RAF047/2324)

THE BUYER: Department for Energy Security and Net Zero (DESNZ)

BUYER ADDRESS 3-8 Whitehall Place, London, SW1A 2HH

THE SUPPLIER: Steer Davies & Gleave Ltd

SUPPLIER ADDRESS: 141 Rushworth Street, London, SE1 0RB

REGISTRATION NUMBER: 01883830

DUNS NUMBER: 295206247

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 13th February 2024.

It's issued under the DPS Contract with the reference number RM6126 DPS Contract PS23360 Great British Insulation Scheme Evaluation (RAF047/2324)

DPS FILTER CATEGORY(IES):

- Mixed method (qualitative and quantitative)
- CATI (computer assisted telephone interview)
- Case studies
- Depth interviews
- Process evaluation

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) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126** DPS reference number
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **PS23360** Order reference number
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126 DPS Contract
7. Order Schedule 4 (Order Tender)

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: None

ORDER START DATE: Tuesday, 13th February 2024

ORDER EXPIRY DATE: Monday, 31st March 2025

ORDER INITIAL PERIOD: 13 Months

UK OFFICIAL

BREAK CLAUSE

RM6126 - Research & Insights DPS
Project Version: v1.0

There will be a break clause applied to this Contract at the end of Wave 1 where DESNZ reserves the right to terminate should the outcome of Wave 1 be deemed not to meet the project objectives.

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 Year 1 Charges used to calculate liability in the first Contract Year is £166,855.32 excluding VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

- Total contract shall not exceed Wave 1 - £166,855.32 excluding VAT
- Total contract shall not exceed Wave 2 - £242,587.38 excluding VAT
- Total contract shall not exceed Wave 3 - £243,172.28 excluding VAT
- Total contract shall not exceed £652,614.99 excluding VAT

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment, please contact our accounts payable section either by email to or by telephone 01793-867204 between 09:00 and 17:00 Monday to Friday.

Invoices payable upon receipt of invoice and Purchase Order. Payment shall be made on Acceptance of the deliverables.

BUYER'S INVOICE ADDRESS:

Invoices to be sent to email:

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Annex B - DESNZ & DSIT Environmental Policy

BUYER'S SECURITY POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT REQUENCY

Weekly / Fortnightly

PROGRESS MEETING FREQUENCY

Weekly / Fortnightly

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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).

Joint Schedule 1 (Definitions)

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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;

Joint Schedule 1 (Definitions)

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1.1.1 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.1.2 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:

"Achieve"	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 "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	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: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> 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); 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; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; 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;

Joint Schedule 1 (Definitions)

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	<p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	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;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

Joint Schedule 1 (Definitions)

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"Buyer Assets"	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;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	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);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as <u>a trading fund of the Cabinet Office whose offices are located at 9th</u>
"CCS Authorised Representative"	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;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	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;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	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;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

Joint Schedule 1 (Definitions)

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"Commercially Sensitive Information"	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;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	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 "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	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;

Joint Schedule 1 (Definitions)
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"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p>
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Joint Schedule 1 (Definitions)

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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;</p> <p>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>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments

Joint Schedule 1 (Definitions)

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	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(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;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Access Request"	a request made by, or on behalf of, a Data Subject in accordance with <u>rights granted pursuant to the Data Protection Legislation to access</u>
"Deductions"	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;
"Default"	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;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	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;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	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. "Deliver" and "Delivered" shall be construed accordingly;

Joint Schedule 1 (Definitions)

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"Disaster"	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 "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	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;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<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>
"DOTAS"	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;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;

Joint Schedule 1 (Definitions)
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"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	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;
"DPS Contract"	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;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	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;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	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;

Joint Schedule 1 (Definitions)
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"End Date"	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;
"Environmental Policy"	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;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	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;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	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);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	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;

Joint Schedule 1 (Definitions)

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"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>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;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>
	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	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;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	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;
"General Change in Law"	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;
"Goods"	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;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

Joint Schedule 1 (Definitions)
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"Government"	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;
"Government Data"	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;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	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;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	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;

Joint Schedule 1 (Definitions)
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"Impact Assessment"	<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"> 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; b) details of the cost of implementing the proposed Variation; 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	<p>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;</p>
"Indemnifier"	<p>a) a Party from whom an indemnity is sought under this Contract;</p>
"Independent Control"	<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 "Independent Controller" shall be construed accordingly;</p>
"Indexation"	<p>the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;</p>
"Information"	<p>has the meaning given under section 84 of the Freedom of Information Act 2000;</p>
"Information Commissioner"	<p>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;</p>
"Initial Period"	<p>the initial term of a Contract specified on the Platform or the Order Form, as the context requires;</p>

Joint Schedule 1 (Definitions)
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"Insolvency Event"	<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</p> <p>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> <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>
"Installation Works"	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;
"Intellectual Property Rights" or "IPR"	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

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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>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	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;
"IR35"	<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>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	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>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<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</p> <p>Platform and in the Key Subcontractor Section in the Order Form;</p>

Joint Schedule 1 (Definitions)
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"Know-How"	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;
"Law"	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;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	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 "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	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;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

Joint Schedule 1 (Definitions)
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"MI Reporting Template"	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;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

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

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<p>"Open Book Data"</p>	<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> <ul style="list-style-type: none"> 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)
	<p>together with a list of agreed rates against each manpower grade;</p> <ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis; 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; 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 the actual Costs profile for each Service Period;
<p>"Order"</p>	<ul style="list-style-type: none"> a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<p>"Order Contract"</p>	<ul style="list-style-type: none"> 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;
<p>"Order Contract Period"</p>	<p>the Contract Period in respect of the Order Contract;</p>

Joint Schedule 1 (Definitions)
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"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	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;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);

"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	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);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	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";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	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. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

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"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	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;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

Joint Schedule 1 (Definitions)
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“Prohibited Acts”	<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"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <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"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or 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;
“Protective Measures”	<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 Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
“Recall”	<p>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;</p>
“Recipient Party”	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>

Joint Schedule 1 (Definitions)
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"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and 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);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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: 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 Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	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 (including all Relevant Authority Existing IPR and New IPR); 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 Authority's possession in connection with a Contract; and
	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

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"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	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;
"Replacement Deliverables"	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;
"Replacement Subcontractor"	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);
"Replacement Supplier"	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;
"Request For Information"	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;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	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;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	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;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	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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"Service Levels"	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);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	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;
"Service Transfer"	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;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	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;
"SME"	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;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	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;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: 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; b) standards detailed in the specification in DPS Schedule 1 (Specification);

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	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	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;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	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; 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; Information derived from any of (a) and (b) above;

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"Supplier's Contract Manager"	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;
"Supplier Equipment"	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;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	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;
"Supplier Profit Margin"	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;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	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;
"Termination Notice"	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;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;

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"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	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 "Tested" shall be construed accordingly;
"Third Party IPR"	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;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	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;
"Transparency Reports"	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);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

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"Working Day"	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.
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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: Buyer] "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: 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">[Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
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 the 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.

Signed by an authorised signatory for and on behalf of the / 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)

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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	February 2024	Day rates of staff involved in the project (AW5.2)	Indefinite
2	February 2024	Quality responses (PROJ1.1 to PROJ1.5)	Indefinite

Joint Schedule 6 (Key Subcontractors) Crown
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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
 - 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
 - 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 10 (Rectification Plan)
Crown Copyright 2021

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:			
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[add timescale]		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)
Crown Copyright 2021

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
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):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

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;
 - (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;
- (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 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.
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
 - (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;
 - (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:
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are:
[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>The Relevant Authority is Controller and the Supplier is Processor.</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> <p><u>Personal data processed in order to deliver the contract. Personal data will be shared by DESNZ with the winning supplier and personal data will also be collected by the supplier. The supplier will process personal data under the lawful basis of Public.</u></p> <p>The Parties are Independent Controllers of Personal Data.</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the

	<p>performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p> <p>The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid. The contractor will also need to provide a privacy notice where they are collecting any additional personal data under the contract.</p>
Duration of the Processing	<p>Personal data will be processed from April 2024 until April 2027, when the contract will end. We are not expecting an extension of the contract beyond this date. Personal data will be destroyed when it is no longer required, but the data retention period is 10 years.</p>
Nature and purposes of the Processing	<p>DESNZ will receive personal data from Ofgem (addresses), who will receive it from energy suppliers, who collect it directly from households. These data will then be shared with the successful bidder. The bidder will use the data to contact households and recruit them for research purposes. Data will be stored securely on servers. Personal data will be retained for as long as is necessary to conduct the research activities and will be destroyed when it is no longer required.</p> <p>The successful bidder may also collect personal data from individuals working for businesses, whom we would like to speak to as part of the project.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	<p>Name, address, email address, telephone number, household income after housing costs, and benefits information.</p> <p>Special category data includes reported health, and ethnicity.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the</p>

	Contracting Authority and the Supplier involved in managing the Contract.
Categories of Data Subject	<p>Members of the public, staff at installation companies and staff at energy suppliers.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>
<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>Data will be retained by the Supplier for the duration of the project (April 2024-April 2027) and will be destroyed once processing is complete.</p> <p>The supplier will delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that</p> <p>Supplier will certify to the Contracting Authority that it has (include if applicable) [and the Suppliers retention period]. The completed such deletion.</p> <p>Where personal data is contained within the contract documentation, this will be retained in line with the Departments privacy notice found within the Procurement Documents.</p>

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):

"Acquired Rights Directive"	<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>
"Employee Liability"	<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 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;
"Former Supplier"	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);
"New Fair Deal"	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"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (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;
"Old Fair Deal"	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;
"Partial Termination"	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);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	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

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	or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	<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 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;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	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;
"Term"	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;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	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 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)

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

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.

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 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.

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 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:

(a) 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

(b) 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

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:

(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:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

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:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) 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 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 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)

Order Ref:
Crown Copyright 2021

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 2.1, 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 (1st) 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.

Order Schedule 3 (Continuous Improvement)

Order Ref:
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- 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 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 2.5:
 - 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 (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 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.

Order Schedule 5 (Pricing Details)

Order Ref:

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Order Schedule 5 (Pricing Details)

- Total contract shall not exceed Wave 1 - £166,855.32 excluding VAT
- Total contract shall not exceed Wave 2 - £242,587.38 excluding VAT
- Total contract shall not exceed Wave 3 - £243,172.28 excluding VAT
- Total contract shall not exceed £652,614.99 excluding VAT.

BREAK CLAUSE

There will be a break clause applied to this Contract at the end of Wave 1 where DESNZ reserves the right to terminate should the outcome of Wave 1 be deemed not to meet the project objectives.

Order Schedule 7 (Key Supplier Staff)

Order Ref:

Crown Copyright 2021

Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

Order Schedule 7 (Key Supplier Staff)

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff

Order Schedule 20 (Order Specification)

1. Background

Scope of the tender

DESNZ are seeking to commission a process and outcome evaluation of the Great British (GB) Insulation Scheme, a government energy efficiency scheme. It is expected this evaluation will entail surveys, qualitative interviews, and case studies to provide a detailed description and analysis of the households' experience, customer journey, and outcomes, and of the ways in which suppliers and the supply chain engage with and implement the scheme. DESNZ suggests that this evaluation is split into three waves. The maximum value of this contract is £800,000, excluding VAT. This is inclusive of all fieldwork and project-management-related costs.

Introduction to the Great British Insulation Scheme

Background

The GB Insulation Scheme (previously consulted as ECO+) is an Energy Company Obligation (ECO) scheme¹ and will run between 2023 and 2026. The scheme represents a £1bn additional obligation on suppliers, already obligated under the current ECO4 scheme. It has a broader reach than other ECO schemes, obliging suppliers to install additional energy efficiency measures in homes of a general, or "able-to-pay", group of households, as well as of those likely to be vulnerable or at risk of fuel poverty. The GB Insulation Scheme targets households considered more likely to be able-to-pay for energy efficiency measures, alongside low-income households, to address market failures and barriers that exist in the domestic energy efficiency market, such as limited knowledge, lack of awareness and high upfront cost, slowing and preventing the take-up of socially cost-effective energy efficiency measures.

The scheme focuses on insulation and aims to improve the energy efficiency of properties equivalent to EPC D-G across two eligibility groups – a 'low-income' and 'general' group. The low-income group consists of households on means-tested benefits, those in social housing and Local Authority or Supplier Flex referrals (broadly the same eligible group as ECO4)². The general group consists of homes in Council Tax bands A-D in England and A-E in Scotland and Wales. All households are eligible for a single insulation measure, with secondary heating controls also available for low-income owner-occupiers only.

The GB Insulation Scheme targets are based on 'notional annual bill savings' across all measures installed, and are set based on £200m of spend on the low-income group and £880m of spend on either the low-income or general group. It is expected that suppliers will meet £80m of the £880m costs through household contributions.

¹ Energy suppliers have legal obligations under the Energy Company Obligation (ECO) scheme based on customer number and/or supply volume thresholds. Full details provided by Ofgem.

<https://www.ofgem.gov.uk/environmental-programmes/eco/energy-suppliers>

² Flex is part of the overall scheme and enables local authorities and devolved administrations to tailor energy-efficiency schemes to their own areas, by broadening eligibility criteria. This allows them to refer households living in fuel poverty, or those on a low income and vulnerable to the effects of living in a cold home, on to suppliers. It also targets low-income households unlikely to fit the scheme's standard approach to eligibility.

The GB Insulation Scheme was designed to respond to the increase in energy prices. The primary objective is to provide rapid installation of energy efficiency measures to as many households as possible and a wider pool of households, while tackling fuel poverty, reducing carbon emissions, and reducing energy bills. The scheme runs alongside ECO4. However, whereas the GB Insulation Scheme delivers single measures to both low-income and general groups, ECO4 delivers multiple energy efficiency and heating measures targeted exclusively at low-income, fuel-poor and vulnerable households in Great Britain.

GB Insulation Scheme Objectives

The Government's Clean Growth Strategy³ has an aspiration for as many homes as possible to reach EPC Band C by 2035 where practical, cost effective and affordable. ECO4 and the GB Insulation Scheme are two of a suite of policies which help achieve this, with a particular focus on bringing down energy bills for low income and vulnerable households.

ECO4 and the GB Insulation Scheme are also crucial for meeting the UK's legally binding carbon targets⁴. The residential sector is responsible for a significant share of the UK's greenhouse gas emissions (around 15%)⁵, and primary energy consumption (around 32%)⁶. By improving the energy efficiency of a wider pool of poorly performing homes, the GB Insulation Scheme plays an important role in decarbonising the residential sector.

Current intended objectives of GB Insulation Scheme are as follows⁷:

1. Reducing energy bills for as many homes as possible
2. Reducing fuel poverty
3. Progress towards Net Zero and Greenhouse Gas Emissions reduction targets
4. Support jobs growth in energy efficiency sector

GB Insulation Scheme Supplier Obligation

The obligation for complying with the GB Insulation Scheme sits with energy suppliers with 150,000 domestic customer accounts or more.⁸ Each obligated energy supplier has a statutory obligation to deliver a set amount of notional annual bill savings through the installation of eligible energy efficiency measures which are 'scored' according to the estimated bill savings they deliver.

³ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/700496/clean-growth-strategy-correction-april-2018.pdf

⁴ In June 2019, with the Climate Change Act 2008 (2050 Target Amendment) Order 2019, the Government committed to a 100% reduction of greenhouse gas emissions by 2050 compared with 1990 levels. This is referred to as the net zero target. See <https://www.legislation.gov.uk/uksi/2019/1056/contents/made>.

⁵ BEIS Final UK greenhouse gas emissions, 2019, https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/972606/final-greenhouse-gas-emissions-tables-2019.xlsx

⁶ BEIS Energy Consumption in the UK, 2021 <https://www.gov.uk/government/statistics/energy-consumption-in-the-uk-2021> [SeeTableC1](#)

⁷ More information on the objectives and vision for GBIS can be found in the consultation document and final stage impact assessment, both available here: <https://www.gov.uk/government/consultations/design-of-the-energy-company-obligation-eco-2023-2026>.

⁸ By definition, obligated suppliers must also supply at least 300GWh of electricity or 700GWh of gas in the qualification year.

Measure scores are averages based on the starting energy efficiency, heating system and size of property (e.g., >200 metre² EPC G home, with an electric boiler). Uplifts are awarded to some scores to incentivise delivery in a certain way. For example, an uplift is provided for the delivery of measures to rural, off-gas, low-income groups in Scotland and Wales to incentivise delivery to these homes. All measures installed must be notified to the scheme administrator, Ofgem⁹. For each qualifying energy efficiency measure installed, energy suppliers earn annual bill savings (ABS) in accordance with the ABS scoring framework. Energy suppliers have individual ABS annual targets, and the scoring framework has been primarily designed to incentivise delivery of those measures that bring about the greatest reduction in energy bills.

Some energy suppliers have in-house installation teams, and others outsource installations. In the latter case, installers of energy efficiency measures and managing agents are expected to sell ABS to energy suppliers. The market for ABS created by the GB Insulation Scheme means that suppliers, installers, and other parties involved in the supply chain could acquire some economic rent. The GB Insulation Scheme is a market driven scheme and suppliers have the freedom to meet their obligations using a range of contracting practices.

The cost to energy suppliers of delivering the GB Insulation Scheme was modelled to be £1 billion (in 2022 prices). Energy suppliers will need to cover the costs of finding eligible households and installing qualifying measures into their homes. Where they purchase ABS from installers and managing agents, energy suppliers will also incur additional costs where what they are charged exceeds what it costs installers or managing agents to supply the ABS (this is referred to as the 'economic rent' that arises in the marketplace for ABS¹⁰). Lastly, energy suppliers will incur administration costs.

Energy suppliers recover their costs through energy bills with the costs accounted for in the default energy tariff price cap set by Ofgem (the maximum energy suppliers can charge customers for energy). In 2023/24, the Government is partially covering the resultant increase in energy bills through the Energy Price Guarantee (EPG) only where the EPG is set at a value below the price cap.

GB Insulation Scheme Design and Delivery

Obligated energy suppliers may engage with households directly, or they may contract the work to other organisations that will identify eligible households, arrange and/or carry out installations, and who will generally be paid in accordance with the annual bill savings (ABS) associated with the measures installed.

The third party might be an installation company that does everything itself, or it might use sub-contractors. Installers that carry out the work on properties will have the most direct communication with the recipients of the scheme, but several other third parties are also known to be involved in this process, primarily managing agents who subcontract installers to deliver qualifying measures and sell these to energy suppliers as well as lead generators who sell leads of eligible consumers to installers and managing agents.

⁹ <https://www.ofgem.gov.uk/environmental-programmes/eco>

¹⁰ 'Economic rent' is the additional income earned through the sale of the annual bill savings associated with an installed measure, compared to selling the measure itself. In the GB Insulation Scheme it is assumed installers acquire the economic rent - they are paid more for treating properties than their opportunity cost, which is what it actually costs to treat the property or the amount they would be paid to treat the property outside of the GB Insulation Scheme.

Some examples of energy efficiency supply chain agents are:

- **Managing Agents (MAs)** who deal directly with suppliers and act as a middle party between suppliers and typically smaller installers, allowing these smaller installers access to the Scheme.
- **Lead Generators** that locate eligible households to receive support under the Scheme and provide this information to suppliers and/or installers.
- **Retrofit Coordinators and Retrofit Assessors** that provide oversight for a range of processes; from assessing sites for domestic refurbishment to helping develop retrofit plans, as well as managing and monitoring other technical and project-related requirements introduced by the PAS2035 framework. Coordinators and assessors may be standalone companies, or can be employed by installers, managing agents or suppliers.

The GB Insulation Scheme was rebranded under its current name after being consulted on as Energy Company Obligation Plus (ECO+). This reflected an attempt to make the scheme more consumer-facing and to raise awareness of the scheme as one which is Government-led. In addition, a new eligibility checker and self-referral facility is available on GOV.UK since September 2023¹¹, providing obligated suppliers with a new source of interested and, to some extent, pre-assessed households. This service is designed for the GB Insulation Scheme but will allow households to be considered under ECO4 too.

Once installed, all measures are reported by energy suppliers to Ofgem, who are responsible for administering the scheme.

Evidence about the Great British Insulation Scheme

Evidence Needs

The primary aims of the GB Insulation Scheme evaluation are to capture detailed evidence on the characteristics of scheme recipients (from the low-income and general groups), to understand the customer journey and experience of recipients entering the scheme through the different entry routes¹², including issues around customer contributions, and to understand how suppliers, installers, and other agents in the supply chain interact with the scheme and engage with the market for ABS.

It is particularly important to understand the characteristics, attitudes and experiences of the general group, as this group has not been eligible for the installation of government funded energy efficiency measures under the most recent supplier obligation schemes. Also, as this group is considered more able-to-pay, level of contributions and the sociodemographic profile of this group are of particular interest.

The evaluation will strengthen our understanding of the GB Insulation Scheme delivery model in upgrading low energy efficiency homes and will contribute to building the wider

¹¹ <https://www.gov.uk/apply-great-british-insulation-scheme>

¹² The main entry/support routes are self-referral through GOV.UK, referral by Local Authority (Flex), and the referral by supplier or from installers.

evidence across DESNZ on how our energy efficiency policies are having an impact in the real world.

Scheme Monitoring Data

DESNZ will receive installation data from Ofgem and will publish monthly monitoring data including the number of measures installed, the number of households in receipt of measures, the type of measures installed, and supplier's progress to meeting their obligations¹³. It is expected that DESNZ will begin publishing data on the GB Insulation Scheme in early 2024.

The monitoring data gives an indication of progress in delivery of measures under the GB Insulation Scheme and the deemed impacts. However, evidence about the recipients of measures is limited to the basic eligibility information collected to allow Ofgem to administer the scheme. Evidence of detailed household demographics, their experiences, and the real-world impact of the installation of those measures are not currently captured. The methods proposed in this project are the key mechanisms through which those evidence gaps are to be filled.

Previous evaluations of ECO schemes

The ECO scheme was first formerly evaluated under the ECO2t iteration. A final evaluation report covering both ECO2t and 3has been published on GOV.UK¹⁴ and has influenced the design of both ECO4 and the GB Insulation Scheme. This was a process and outcome evaluation, focused on understanding the characteristics of households in receipt of ECO, their motivations for participation and their experience of installation, as well as self-reported outcomes. The evaluation showed that:

- Most surveyed households (78%) were satisfied with the process of having the ECO3 measures installed.
- Approximately half of the households (54%) said that they thought their energy bills would be higher if they had not received the measures.
- Around two-thirds (63%) of households thought their home felt warmer since having the measures.
- A positive impact on the health of anyone within the household was reported by a quarter (24%) of households. This was particularly significant among households that had someone who had a long-standing illness, disability or infirmity.

The current evaluation of the ECO4 scheme has been running since February 2023 and is due to end in March 2026. This includes a process and impact evaluation. The impact evaluation involves rigorous analysis of the causal impacts of the scheme via an in-depth theory-based contribution analysis, with inputs from a wide range of household and non-household stakeholders such as installers and retrofit coordinators. The research will dive into supply chain issues, how these may affect ECO4 delivery, and whether (how and for whom), the scheme contributes to the growth of new jobs and opportunities in the energy efficiency sector.

¹³ <https://www.gov.uk/government/collections/household-energy-efficiency-national-statistics>

¹⁴ Interim evaluation report of ECO2t and 3: <https://www.gov.uk/government/publications/eco-evaluation-wave-1-interim-report-2020> Final evaluation report of ECO2t and ECO3: <https://www.gov.uk/government/publications/evaluation-of-the-energy-company-obligation-eco-phases-2t-and-3>

Some of this knowledge will be relevant and transferable to understanding the GB Insulation Scheme supply chain, since the supply chain is the same and any existing issues could have increased by the coexistence of both schemes. The fact that the delivery of GB Insulation Scheme and ECO4 are concomitant means that the schemes may impact each other and that the evaluations will benefit from learning from one another.

Evidence Gaps

Notwithstanding the ECO evaluations to date, there remain some notable evidence gaps. We lack knowledge on the customer journey for households. Given the diversity of routes through which households can access the GB Insulation Scheme, including referrals by local authorities through Flex, referrals by installers or suppliers who directly approach households, and the new self-referral GOV.UK eligibility checker, there are new opportunities to capture the breadth of customer experiences. This is important because it will shape the experience of applying for and receiving measures under the scheme and inform the design of future schemes.

We also lack understanding of how customer contributions are agreed on ECO-type schemes. This is especially important on the GB Insulation Scheme where we expect a greater proportion of households to contribute given the expansion to more able-to-pay households. The evaluation will explore issues around how contributions are agreed, how much households pay and how this varies by income and other characteristics, what motivates households to contribute, and with what money, and whether the scheme is leading to further demand for energy efficiency and clean heat installations. Research has shown that while cost is a factor, particularly for low-income households, for the able to pay market there are other important factors that feed into people's decision making on spending money in retrofitting, such as those related to social relations. The evaluation should investigate how factors such as socioeconomic background, attitudes towards money and accessing finance, motivations to undertaking major renovation work, and advice from local relations such as friends, neighbours, contractors, family, or in some cases their own research (for example on GOV.UK), played a role.¹⁵

Last, the evaluation will strengthen understanding of the market for ABS brought about by ECO-type schemes such as the GB Insulation Scheme. We lack knowledge of how suppliers and installers (and the parties in between, such as lead generators and managing agents) work to deliver the scheme and secure ABS, how they find eligible households, which installations and houses these agents consider most cost-effective, and how the competitive elements of the scheme help to drive costs down. Understanding this better will enhance confidence in the effectiveness and efficiency of the ECO delivery mechanism.

The GB Insulation Scheme evaluation intends to fill these gaps via an in-depth process evaluation, with input from a wide range of stakeholders, and the study of the GB Insulation Scheme market as a case study to better understand the delivery mechanism of ECO.

¹⁵ Research suggests that "able to pay" is not the same thing as "always able to pay" and that many households undertake renovations at certain life moments such as receiving an inheritance. Joshua Emden (September 2023) More than money: Moving towards a relational approach to retrofitting. Report by the Institute for Public Policy Research

We are open to suggestions from bidders on ways in which we can meet these evidence needs and welcome bids from those with relevant methodological expertise which could be applied to these complex analytical issues.

2. Aims and Objectives of the Evaluation

Aims and objectives

The overall aim of this project is *to evaluate the delivery of the GB Insulation Scheme and assess how successful the scheme has been in reaching eligible households and in working towards its policy objectives*, as outlined in the introduction above.

To achieve this overall aim, the evaluation will need to meet the following specific aims:

- 1) Describe the characteristics of scheme recipients, comparing low-income group and general group households, and how households differ according to their entry route (GOV.UK, Flex, suppliers/installers);
- 2) Provide evidence on the customer journey, customer experience, and on the perceptions of the GB Insulation Scheme and reported outcomes; from all groups of households, including those entering the scheme via the new GOV.UK route;
- 3) Examine how customer contributions were agreed, how this differed by groups, and experience of the scheme for households and the supply chain;
- 4) Provide evidence on how delivery agents (energy suppliers, installers, managing agents, lead generators, and retrofit co-ordinators and assessors) interact with the scheme and the GB Insulation Scheme market for ABS, as well as their views and experiences of the scheme.

The findings from the evaluation of the GB Insulation Scheme will be used to assess whether the scheme has been designed and is being implemented as intended, and whether it is reaching its target groups successfully, through all possible support routes.

This evidence and the evidence around how the market for ABS operates will be used to inform the development of schemes beyond the end of the GB Insulation Scheme (and beyond ECO4) in 2026. Therefore, in 2025, the evaluation will be required to provide evidence to feed into a policy review point in which early thinking and decisions will be made regarding the future of the scheme.

Evaluation questions

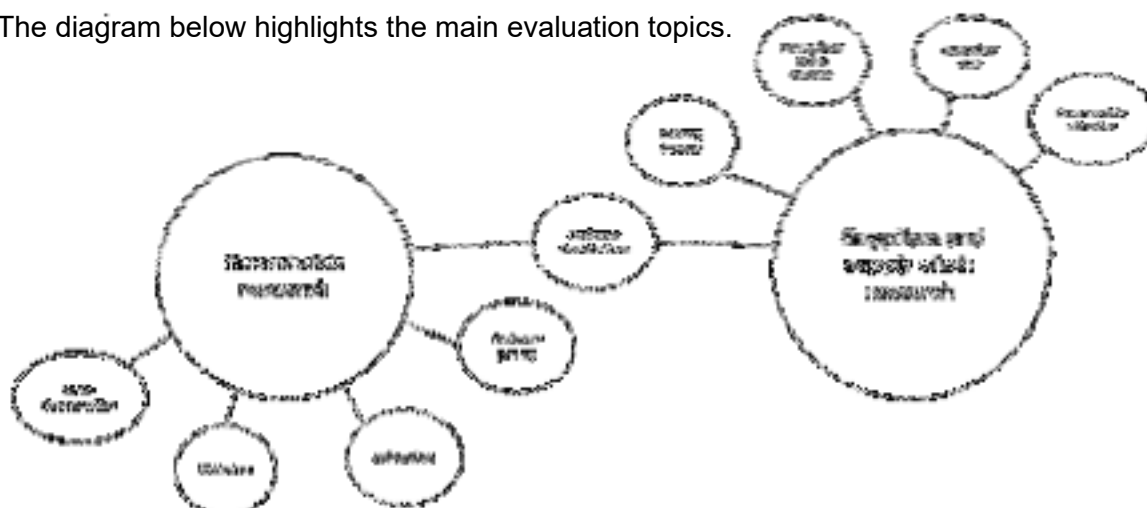
The tables below set out evaluation questions which have been developed following consultation with policy leads. These questions are organised in terms of household and non-household research. While the main evaluation questions reflect our priorities, the sub questions are for illustrative purposes only, and there is a longer and more detailed list of questions that will be shared with the successful bidder. The possible sub questions should give bidders a sense of the ways in which DESNZ expects the main evaluation questions to be addressed through the evaluation, which will be finalised during the inception phase.

A. Households research

Main evaluation question	Possible sub questions
Who has been reached by the scheme?	<p>Which sociodemographic groups of households are more likely to receive the scheme, from each support route?</p> <p>Which sociodemographic groups of households are more likely to receive the scheme, from the low-income and the general groups?</p>
What is the customer journey for households who receive the scheme, and how are contributions agreed?	<p>What are the different journeys households go through, from when they find out about the scheme to when they get the insulation measures installed?</p> <p>What are the specific elements, steps, and parties involved in each of those journeys, by route of support?</p> <p>How, when and with whom are contributions agreed? What is the level of contributions that households make and how does this vary by household type and demographics?</p> <p>How do households feel about making contributions?</p>
What is the experience of households who receive the scheme?	<p>How satisfied are the households with the scheme and with the measures?</p> <p>In particular, how satisfied are those households that received the scheme through the new GOV.UK route?</p>
What are the perceived impacts for scheme recipients?	<p>Did households experience any changes in their energy usage, energy bills, thermal comfort and overall health and wellbeing?</p> <p>Did households feel that the GB Insulation Scheme encouraged them to install measures that otherwise they would not?</p>
B. Energy suppliers and Energy Efficiency (EE) supply chain research	
Main evaluation question	Possible sub questions
How is the scheme delivered by the energy suppliers and the EE supply chain?	<p>Who is involved in delivering the scheme and what roles do they play at what stages?</p> <p>What sources of information are used to find eligible households, and which of those are more efficient and effective? Is GOV.UK playing a role in improving this process?</p>
What is the experience of energy suppliers and the EE supply chain?	<p>How was the design of the scheme seen by all the parties involved in delivering the scheme?</p> <p>How did the design of the scheme impact on the scheme delivery?</p>
How does the scheme market for ABS work?	<p>What are the specific elements, steps, and parties involved in the market for ABS created by the scheme, from the suppliers who need to meet their obligation, to the installers who make the installations?</p> <p>Looking at costs and profit, how do energy suppliers contract installers?</p>

	<p>Looking at costs and profit, how do installers fulfil their contracts?</p> <p>Are there different approaches to households' contributions? And are there different approaches to homes from the low-income group and the general group?</p> <p>What kind of households are considered more commercially attractive by installers? Under what market conditions?</p>
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The diagram below highlights the main evaluation topics.



3. Suggested Methodology

If applicable:

Total number of Participants (experimental design)
 Total number of Interviews (survey)
 Total number of Interviews (qualitative)
 Total number of Enhanced Interviews
 Total number of Case Studies

Insert numbers:

N/A
 4,300
 300
 80
 4

Evaluation approach

The suggested methodology for this evaluation combines a number of methods involving quantitative and qualitative data collection. While the research related to the scheme recipients (households research) and the study of the scheme delivery and market (suppliers and energy efficiency supply chain research) are presented as separate entities, we expect there to be some overlap. For example, the findings on the household customer journey will provide additional evidence on how the scheme is delivered.

The scope of the evaluation is GB Insulation Scheme only. However, we will remain flexible in our approach and the research may introduce themes which compare the GB Insulation Scheme with ECO4 or earlier phases of ECO.

The GB Insulation Scheme will run from 2023 to 2026 and the evaluation will run alongside this, split into three waves of fieldwork, with interim findings being required in mid-2025 ahead of a policy review period. As such, findings need to be presented in

to bring together the findings from each wave and draw out any key differences or changes in scheme implementation. A contract review point will be included after wave 1 to allow DESNZ to manage the contract and the spend, which extends into a new spending review period (from April 2025). A proposed timeline for the suggested methodology is set out in a later section of this specification.

The evaluation approach and suggested data collection methodology is outlined below. Mandatory requirements are clearly signposted, and bidders will be scored against the extent to which they meet those requirements. In all cases, stated sample sizes are mandatory, and we expect bidders to budget with the expectation that such samples will be achieved. We would like to encourage innovation in places and have highlighted areas of the evaluation where we are open to suggestions from bidders. We encourage bidders to suggest different approaches and methods and to submit clarification questions where necessary to aid with their bids.

Evaluation methodology

A. Households research

The GB Insulation Scheme evaluation aims to understand how successfully the scheme is reaching recipients from the general and low-income groups, how easy it is to access and navigate the scheme through its different entry routes, how it is experienced by households, and their experiences of contributing towards measures. As mentioned above, DESNZ requires evaluation activities to provide this evidence to address the following high level evaluation questions:

- Who has been reached by the scheme?
- What is the customer journey for households who receive GBIS?
- How are contributions agreed?
- What is the experience of households who receive GBIS?
- What are the perceived impacts for GBIS recipients?

To address the question of how successful the scheme was in targeting households, the evaluation will be required to survey a representative sample of GB Insulation Scheme recipients. As part of this, we will explore how well the scheme is delivering to households with protected characteristics and at risk of fuel poverty, so the survey will need succinct numbers of these groups for sub-group analysis. The survey will also be the main source of evidence to explore the impacts of the scheme as perceived by recipients, as well as the main source of information about how much households contribute to measures.

We are interested in understanding the detail of recipients' journeys, including when and how they find out about the scheme, and the practical steps they go through during the application, particularly if they use the self-referral GOV.UK website. Therefore, we would like to collect data before the installation of the measures, when households are still engaging in conversations with installers and other agents about the implications of the measures, and any potential contributions. Households will be sampled at this stage via the Customer Advice and Information (CAI) database¹⁶. As part of describing the customer

¹⁶ The Customer Advice and Information (CAI) is a multi-channel energy advice service supporting consumers in pursuing home retrofit, in particular helping them access DESNZ grant funding schemes. This service, hosted on the GOV.UK website, includes the "Find ways to save energy in your home" webpage [<https://www.gov.uk/improve-energy-efficiency>] and the GBIS eligibility checker tool webpage [<https://www.gov.uk/apply-great-british-insulation-scheme>]. The GBIS eligibility checker tool enables users to

journey, suppliers may propose customer journey mapping or other techniques to capture the diversity of customer experiences. This mapping should be informed by the accumulation and triangulation of evidence coming from all sources of data and across the three waves of data collection.

The question on recipients’ experience includes both their experience with the scheme and their experience of the measures. Crucial to households’ experience and customer journey are contributions to measures. We expect the household fieldwork to explore how contributions are agreed, how much households contribute, and what they think about it. With this evaluation, we are interested in finding out if this and other aspects of households’ experience vary, for example depending on the eligibility group or depending on the routes of entry, and why.

A mixture of document analysis, analysis of monitoring data, quantitative and qualitative data collection methods should be used to gather evidence from household stakeholders. It is expected that the data collection methods outlined below will provide sufficient evidence to address the evaluation questions.

Overview of Household Fieldwork

Methods	Suggested achieved sample size			Sampling frame
	Wave 1 (2024)	Wave 2 (2025)	Wave 3 (2026)	
A1. Pre- and post- installation enhanced interviews	20 pre	-	20 pre	Eligibility checker database
	20 post		20 post	Energy suppliers’ existing customer lists, facilitated by DESNZ colleagues
A2. Surveys	-	2000	2000	Ofgem database
A3. Interviews	-	50	50	Follow-up from survey

A1. Pre- and post- installation enhanced interviews

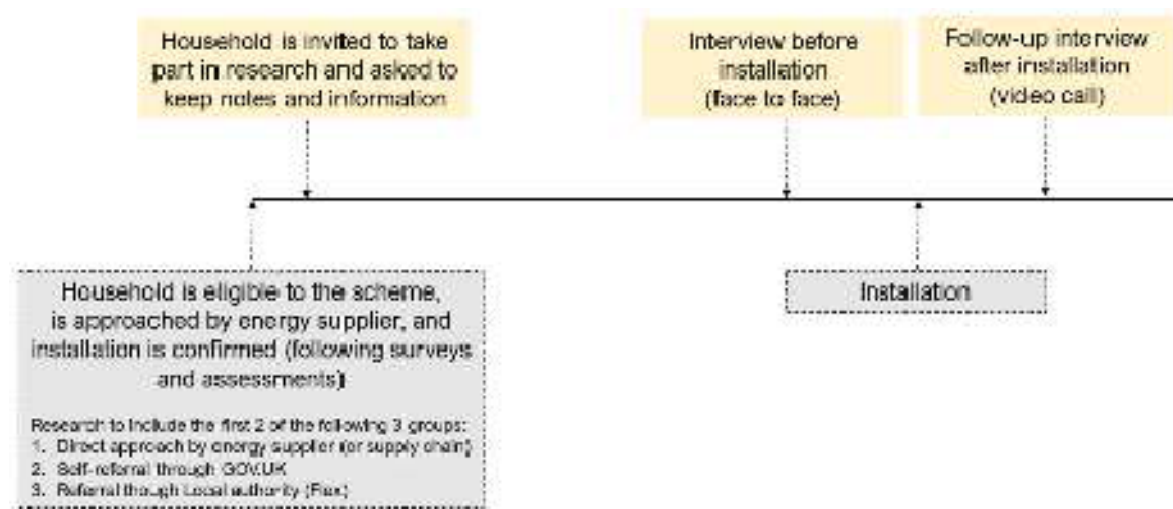
Given the need to understand the full customer journey of the recipients of the scheme, we propose that households are interviewed as soon as they have been contacted by the energy supplier and offered an installation¹⁷ (pre-installation), and immediately after receiving installations (post-installation). Bidders should budget for 40 interviews with 20 households at wave 1 (20 pre-installation and 20 post-installation), and 40 interviews with another 20 households at wave 3 (20 pre-installation and 20 post-installation). We expect that interviews are conducted while households are still (or have just finished) engaging with the information about the scheme, for example, from the GOV.UK website, and in

create a referral to an energy company by inputting key household and property details. The energy company can then enrol the user’s household in GBIS or ECO4.

¹⁷ Eligible households who apply to the scheme through GOV.UK are initially assessed and contacted by their energy supplier saying they could be offered an installation if both desktop and/or on-site technical surveys confirm suitability. This is the moment when they should be invited to take part in the research. Households who are directly approached by their energy supplier (who have a list of eligible customers) should be invited to take part in research at the same time or immediately after the installation is confirmed to be suitable.

conversations with the installers and other agents about the practicalities of the installation, and about the financial contributions to the measures. We suggest these interviews are face-to-face and in people's homes, and that they could be paired interviews if more than one person in the household has been involved in the decisions to get measures installed and if bidders see value in this approach. We believe that the pre-installation interviews are helpful to uncover the detail of the first steps of the customer journey in a way that reduces recollection bias. The post-installation interviews will then explore the final stages of the customer journey, including experiences of the installation itself, and aftercare and information received. This evidence will be used to complement the data that are collected via the household survey and interviews (as these are only conducted post-installation).

We call these interviews 'enhanced interviews'¹⁸ because we suggest these are supported with other methods, such as diaries (e.g., personal notes), documents (e.g., leaflets, contracts, invoices), or visual methods (e.g., photos). These other materials may make it easier in the interview to discuss information that otherwise would be easy to forget or difficult to articulate. Therefore, before the actual interview, and as soon as households are contacted by the energy supplier and being offered an installation, participants should be briefed about the research and asked to keep a record of their interactions with the scheme, if relevant to their experience or to decisions made. For example, participants should be asked to take notes, to keep information leaflets or letters, and to take pictures of website pages they interact with, if they are important to explain their interaction and experience of the scheme. We are open to suggestions about the exact approach to the enhanced interviews, and welcome ideas from bidders about how best to elicit detailed information about the early stages of the customer journey.



The post-installation interview will take the form of a shorter follow-up video interview which should be conducted as soon as possible (one or two weeks) after the installation and will cover topics such as experiences of installation whilst the work was being carried out and whether the installation process met the initial expectations (including information

¹⁸ Enhanced interviews are described by Helen Kara (2020) as interviews supported by other methods, such as visual methods. In terms of data analysis, along with the interview's transcripts, data such as documents, notes, and visual data such photographs should be analysed in terms of its content and in terms of the meaning attributed by the participant. The visual data should also be used by the evaluators to communicate their results.

and advice provided, payments and to whom, aftercare, etc.). These follow-up interviews will allow us to complete the mapping of the customer journey.

The enhanced interviews will differ from the other required interviews (described in A3) because they will focus on the customer journey (what happens from the moment of applying to the scheme to the point of getting measure installed) and timed around the installation to minimise recollection bias. We expect that households will be unable to recount in sufficient detail their experiences of interactions with installers, installations themselves, aftercare, and the wider customer journey, if there are significant delays between installations and interviews. Hence, the timing of the enhanced interviews, combined with the visual prompts, should enable us to collect detailed evidence of this part of the consumer experience.

If possible, the post-installation interviews should be conducted online and with video, to allow participants (or the researcher) to share any visual information. If the household does not have a good internet connection, and to avoid a biased sample, some of these interviews may need to be conducted in person, or by phone. We expect the successful bidder to be flexible and creative in approaching this. During the interviews, we suggest that participants are regularly given broad prompts/questions to respond to ensure consistency and focus.

One challenge of these pre- and post-installation enhanced interviews is the timings. We understand that the time between onboarding in the scheme and installation of measures may vary significantly, and we propose that each wave of pre- and post- interviews (from planning the research to reporting the findings) should take place within a time frame of 3 to 6 months (see Timelines section below). This means that on each wave of data collection the evaluators need to be responsive and flexible to accommodate themselves to the household's timings, especially to capture their views before installation, in order to allow time for analysis and reporting.

We think that a face-to-face approach to the pre-installation interview is useful to gather not only reported data but also visual and material evidence about the customer journey (hence the 'enhanced' interviews). However, with some households a video interview could be sufficient. We will accept bids that present a fully face-to-face or fully online (video) approach to both pre- and post- interviews if this is deemed to be suitable. Bids should explain how they will deliver research in line with ethical requirements, quality findings and value-for-money, and describe their proposed procedure, fieldwork timings and outputs.

We request that visual outputs are produced as key deliverables of this fieldwork, compiling extracts from participants' notes and photographs, and the (typical) customer journey maps.

Previous research has proposed that the customer journey of deciding to undertake retrofitting involves six stages: entry/trigger point, advice/audit, specification and budgeting, contractor procurement, funding and finance, installation, and quality assurance¹⁹. Research such as this should be used as a reference to understand and frame the process that recipients of the GB Insulation Scheme go through.

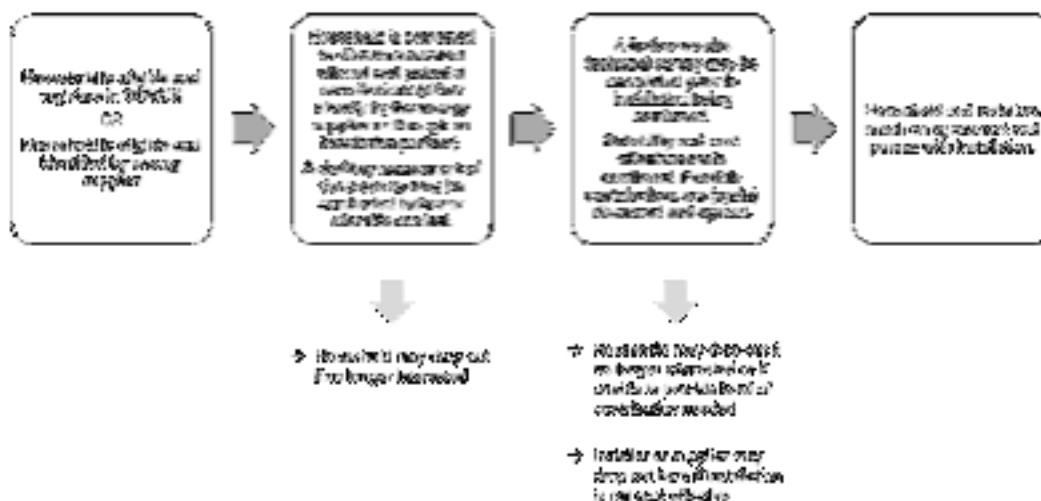
Sampling

¹⁹ Emden, Joshua (September 2023). More than money: Moving towards a relational approach to retrofitting. Report from the Institute for Public Policy Research.

We expect that this part of the evaluation will engage with households entering the scheme through two of the three main routes of entry: self-referral through GOV.UK, and referral by supplier/installer. It will not be possible to interview households who enter the scheme through the Local Authority Flex route because we do not have access to the details of these households before installation.

The successful bidder will sample households via two data sources. The GOV.UK households will be sampled through the GOV.UK eligibility checker database, which records the contact details of all those who go through the GOV.UK portal and are screened for eligibility. The households identified and referred directly by the energy suppliers will be sampled through a list of contact details shared by them, and DESNZ colleagues will be able to facilitate this. All the information will be shared with the appointed suppliers following signing of a data sharing agreement.

The diagram below describes our knowledge of the customer journey for those entering the scheme via GOV.UK or via direct referrals from the energy supplier.



For GOV.UK households, the sample frame will consist of all households from the eligibility checker database. Since application and eligibility to the scheme does not guarantee that the home will be treated, there will be at least three subgroups of eligible households applying through GOV.UK: a) applied and treated, b) applied but not treated because household no longer interested, and c) applied but not treated because the measure is not suitable or cost-effective. This research is mainly interested in group a) (see table below). The successful bidder will receive the contact details of households who applied to the scheme and will contact them to find those who have been contacted by the energy supplier and are proceeding with installation.

Apart from sampling by support route, the successful bidder should ensure that they interview both general and low-income participants. Other socio-demographic characteristics may depend on policy needs, for example a mix of geographical areas or property types. This will be agreed during the inception phase. The table below indicates what groups of households who can receive an installation through the GB Insulation Scheme will take part in this study.

Entry routes vs. Eligibility groups	Low-income group	General group
Flex / LA referral		N/A

Installers/Suppliers referral	x	x
GOV.UK self-referral		
• Eligible but did not apply		
• Applied and will be treated (a)	x	x
• Applied but no longer interested (b)		
• Applied but will not be treated (c)		

A2. Survey

The evaluation will also deliver a two-wave quantitative survey with 4000 households (2000 in Wave 2, and 2000 in Wave 3) who have had an energy measure installation under the GB Insulation Scheme. The survey will include questions that will provide evidence to address both the process and outcome evaluation elements of the project. It will gather household characteristics, including income and protected characteristics; as well as views on their experience of the scheme, ranging from awareness of the scheme before participation, to satisfaction with the scheme, and perceived impacts of the measures post-installation.

The surveys used in the evaluations of ECO2/2t/3 and ECO4 can be used as an indication of the type of topics we would be looking to include²⁰, although it is anticipated that the GB Insulation Scheme survey will include a greater number of questions around customer journey and contributions, and fewer questions around potential mediating and moderating variables involved in the impact of the scheme, which is the case of the evaluation of ECO4 (which includes an impact evaluation and a more in-depth exploration of causal mechanisms).

As the survey will need to include questions relating to sensitive subjects such as household income, entitlement to benefits, financial contributions, and health and wellbeing, bids are required to set out how they will manage response rates, ethical considerations, and data quality in the survey as a whole but specifically in these areas.

The first household survey will take place in Q4 of FY 2024/25 (Wave 2), and the second survey will be in Q4 of FY 2025/26 (Wave 3). Two waves will also allow the comparison of outcomes between two different points of scheme implementation.

We propose for the survey to take place during a winter season so that respondents are able to meaningfully answer questions on the impacts of the measures during the months where home warmth is most important. This approach carries a risk of recall bias due to the time period that will have passed for some households since their installations, which may result in some participants having difficulty remembering their reasons for participating in the scheme or their experiences of the installation process. The pre-post installation interviews aim to mitigate this, particularly on topics related to the customer journey. We would welcome further suggestions from bidders about how they will minimise recall bias in these surveys.

²⁰ See Technical Report: <https://www.gov.uk/government/publications/evaluation-of-the-energy-company-obligation-eco-phases-2t-and-3>

Sampling

We will share with the supplier the Ofgem database containing addresses of GB Insulation Scheme beneficiary households, and we recommend a web-first approach to sampling, to minimise costs and reduce paper wastage. After drawing a sample from Ofgem's database, we propose that the supplier sends a letter with a web link to all households, encouraging them to complete the survey online (push to web survey). Respondents should be given the option to complete a postal survey if they choose to, which is particularly important for vulnerable or digitally excluded groups. To those who do not complete the survey online, paper questionnaires may then be sent with first and second reminders. For postal surveys, we estimate a length of around 15-20 A4 pages. It is suggested that a £10 incentive is offered to respondents. An achieved sample size of ~2,000 survey responses in each wave will be required. Bidders should explain how they will aim to ensure this sample size is achieved.

All bids are required to include cognitive testing of the questionnaire to determine the appropriate length and question wording. In order for comparisons to be made between waves, it is expected that the survey will not drastically change and so it is anticipated cognitive testing will only need to take place before the first survey. If bidders wish to deviate from the sampling approach recommended above, they should justify how their proposed approach will meet quality, ethical and value-for-money considerations.

A statistically representative sample of households receiving a measure under different obligations included within the GB Insulation Scheme is required. The sample frame will need to consist of all households from the Ofgem register who have had a measure installed under the scheme. This information will be shared with the appointed suppliers as and when needed, following signing of a data sharing agreement.

It is recommended that stratification sampling methods are used to obtain a statistically representative sample of GB Insulation Scheme households while allowing for analysis of key subgroups. This is the case for the low-income and general groups, as well as for the groups entering the scheme via GOV.UK, LA Flex, or supplier/installer contact. The Ofgem register will indicate who belongs to the low-income group or the general groups but will not indicate which way the households entered the scheme, except if it is through Flex. This means that to identify households who self-referred through GOV.UK and those who entered the scheme via referral from energy supplier the supplier will need to rely on self-reported data.

Other subgroups of interest are noted below, subject to change in line with policy priorities:

- Ethnicity
- Tenure
- Region
- Urban/Rural
- Property type

This may involve setting minimum quotas and/or having sampling boosts of populations of interest to ensure base sizes which are large enough for robust analysis. Bidders are welcome to suggest alternative approaches to sampling, if considered more appropriate and achievable within the total project budget.

A3. Interviews

Qualitative in-depth interviews with households are required to be conducted as a follow-up to the surveys. We require bidders to conduct 100 interviews – 50 in wave 2 and 50 in wave 3.

The aim of these interviews is to explore a selection of survey topics in more depth and to add qualitative evidence and context to the survey findings. The interviews will examine priority evaluation questions and will be defined during the topic guide drafting phase to reflect priority policy areas and follow-up on findings from the surveys and other methods. The interviews will explore issues around reasons for satisfaction/dissatisfaction with the scheme, problems with installations, and perceived benefits of the measures. They will also address priority questions around customer contributions, such as how contributions were agreed, perceptions of contributions, and how these varied across general and low-income groups. The interviews will also seek to understand whether the scheme changed household perceptions of energy efficiency installations, encouraged them to recommend it to family and friends, and encouraged installation of other self-paid measures.

Sampling

The samples will be drawn from survey participants who have consented to being recontacted in their survey response. Purposive sampling will be conducted to target groups/areas of interest based on evaluation questions, survey responses and policy priorities. We would like the successful bidder to sample key subgroups from across low-income and general groups, as well as groups entering the scheme via GOV.UK, Flex, or supplier/installer referral.

Interviews will take place over the telephone or videocall and should last approximately 45 minutes. We suggest an incentive of £30 per interview.

B. Energy suppliers and energy efficiency supply chain research

Another core aim of the GB Insulation Scheme evaluation is to understand how successfully the scheme was designed and implemented, and how it was experienced and operationalised by non-household stakeholders (see the section 'Introduction to the Great British Insulation Scheme' above, for a description of the energy efficiency supply chain, including installers, managing agents, lead generators, retrofit assessors and retrofit coordinators). DESNZ requires evaluation activities to provide this evidence to address the following high level evaluation questions:

- How is the scheme delivered by energy suppliers and the supply chain?
- What is the experience of energy suppliers and of the supply chain involved in the delivery of the scheme?
- How does the scheme market for ABS work?

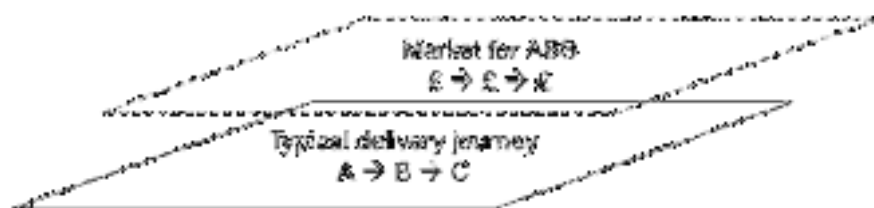
There remain evidence gaps on how the GB Insulation Scheme/ECO delivery models work in practice and these three questions are crucial to improve our understanding of the efficiency and effectiveness of the delivery model, and to inform future modelling of these schemes. To address the first question, the evaluation will be required to gather evidence on areas such as the type of agents involved in the delivery of the scheme, their roles, and the steps they go through from getting contracts in place, and finding eligible households, to installing measures and providing aftercare. We would like to find out why suppliers prefer to deliver in-house or to outsource installations, as well as how installers and other agents engage with the scheme and make it value for money for themselves. As a result,

DESNZ expects the visual representation of the variety of supply chain delivery journeys. These maps may be different depending on how households enter the scheme.

The experience of those who participate in the delivery of the GB Insulation Scheme is also of interest. The evaluation should focus on exploring stakeholder views on the scheme design and how they compare it with other schemes, including the impact of the new GOV.UK self-referral service.

We are also interested in understanding the detail of how the GB Insulation Scheme market for ABS works. The ABS targets set on energy suppliers are based on a simplified perfectly competitive model for ABS, with all participants (installers and energy suppliers) being price-takers and the market leading to the most cost-effective homes being treated.²¹ We would like the evaluation to assess the extent to which the actual market for ABS diverges from the simplified model.

To understand how the market for ABS works, the evaluation should collect information on the relationships between agents in the market, where any market power may be concentrated and how contracting for ABS takes place (e.g., frequency and size of contracts). In addition, we would like the winning bidder to collect data on the costs of delivery for energy suppliers, including costs paid to lead-generators and Local Authorities for referrals, or installers for installations, and how much suppliers trade installations (i.e., ABS). We are keen to understand whether and, if so, how much, economic rent is collected by installers, and under what circumstances. This element of the evaluation will explore the costs of installations, which homes and installations are considered more cost-effective, and how that relates to levels of customer contribution. As a result of these findings, DESNZ expects evaluators to map the market for ABS. We believe that this evidence will add an additional layer of information to the variety of typical delivery journeys uncovered through the evaluation (see diagram below). Some of these journeys will have involved CAI and the GOV.UK eligibility checker, and we are keen to know whether and how these services have affected the costs of delivering the GB Insulation Scheme.



All tradespeople carrying out energy improvements under the GB Insulation Scheme must be TrustMark registered. TrustMark is a not-for-profit social enterprise established in conjunction with Government, industry bodies and consumer protection groups. Installers, retrofit coordinators and retrofit assessors are registered with TrustMark as they are required to submit information for each GB Insulation Scheme retrofit. This means that, through TrustMark, we have a sampling frame for installers, retrofit coordinators and retrofit assessors. This is not true for lead generators and managing agents – which remain an unknown population. In this evaluation, we would like to fill this gap and contribute to understanding all parties involved in the supply chain.

²¹ See Section 4 of the final GBIS impact assessment for details on how GBIS was modelled:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1157227/gb-insulation-scheme-final-stage-ia.pdf

A mixture of document analysis, analysis of monitoring data, quantitative and qualitative data collection methods should be used to gather this evidence from non-household stakeholders. It is expected that the data collection methods outlined below will provide sufficient evidence to address the evaluation questions.

Overview of Non-Household Fieldwork

Methods	Suggested achieved sample size			Sampling frame
	Wave 1 (2024)	Wave 2 (2025)	Wave 3 (2026)	
Surveys ²²	-	300	-	Trustmark database
Interviews ²³	100	100		Trustmark database and/or follow-up from survey and snowball sampling
Case studies	2	2	-	All obligated suppliers. Voluntary basis, facilitated by DESNZ colleagues

B1. Supply chain survey

The evaluation will deliver a quantitative survey with some of the supply chain agents involved in delivering the GB Insulation Scheme: installers, retrofit coordinators, and retrofit assessors. The survey must be slightly different for each of these subgroups, according to the role they perform in delivering the scheme. This survey will take place in Wave 2 and will have a total sample of 300.

The survey will gather data around topics such as the relationships between different supply chain agents, the sources (and leads) used to find eligible households and their associated costs; supply chain preferences for energy efficiency measures and types of properties to treat, and which properties they consider better value for money. It will also ask about their perceptions of different aspects of the scheme design. To supplement the evidence collected through the household fieldwork, the survey will explore how financial contributions are agreed with households. As part of studying the ABS market, the supplier should find out the £/ABS rates the installers are paid, and under what market conditions, and the associated costs and profits.

We anticipate challenges with including questions relating to commercially sensitive subjects such as these. This approach carries the risk of missing data or of gathering incorrect information. For example, the suppliers and supply chain may be incentivised to

²² Survey will target installers, retrofit coordinators, and retrofit assessors.

²³ Interviews will target installers, retrofit coordinators, and retrofit assessors, and also suppliers, managing agents, and lead generators.

inflate the costs that they incur. Given supply chain agents will likely be delivering ECO4 as well, there may also be challenges in getting suppliers to distinguish between the GB Insulation Scheme and ECO4, and questions should be clearly focused on the GB Insulation Scheme when necessary. All bids are required to set out how they will manage these issues.

One wave of the quantitative survey is suggested to minimise respondent burden, and we propose that this wave takes place in Q4 of FY 2024/25. Surveys should be conducted by telephone as this carries a lower respondent burden than face-to-face or postal surveys. The survey length is estimated to be around 5-10 A4 pages and the survey duration should be around 15-20 minutes. It is suggested that a £50 incentive is offered to respondents. Bidders should explain how they will aim to ensure the required sample size is achieved.

All bids are required to include cognitive testing of the questionnaire to determine the appropriate length and question wording. The survey results should be used to shape the questions and topics we will explore in the interviews with the suppliers and supply chain (see B2 below).

Sampling

The survey should target installers, retrofit coordinators and retrofit assessors only. It will exclude the obligated energy suppliers because the population size is small ($n = 12$), and we do not think that it will be possible to reach managing agents and lead generators because these are not registered in the TrustMark database. However, we would be open to suggestions from bidders for any ways in which they can reach these groups²⁴.

The sample will be obtained through TrustMark. TrustMark has the phone numbers and email addresses of installers, retrofit assessors and retrofit co-ordinators. They can also share information about the research within TrustMark's newsletters and/or as a pop-up on TrustMark's website with a link to opt-in to research and to the associated data sharing²⁵. DESNZ will be able to facilitate these arrangements.

Data from TrustMark showed that in October 2023, 624 installers, 1063 retrofit assessors and 321 retrofit coordinators have delivered ECO4 since the scheme started. We expect GB Insulation Scheme will reach similar numbers, although we recognise that there might be fewer agents delivering the scheme in its first year, and that is the reason why we suggest the survey to take place in wave 2 (Q4 FY 2024/25).

It is important to note that, if appropriately qualified, installers can also be retrofit assessors and retrofit co-ordinators. This means that there will be some overlap between these three subgroups and that the survey should identify this. We expect the survey to reach enough representatives of each subgroup, so that the analysis can be done separately.

Bidders are invited to suggest a robust way of sampling that will result in the most representative and least biased sample possible.

²⁴ To the best of our knowledge the way to get contacts of lead generators and managing agents is through energy suppliers, who can ask for consent to share their contacts.

²⁵ Respondents will be required to opt-in to the research and data sharing before they complete the survey.

As we are not yet clear on the overall population size, we are open to either a census or sample-based approach. Bidders should propose a framework for obtaining a representative sample of these sub-groups, working on the assumption that we will have a large enough population from which we can draw such a sample (e.g., $n = 2000$).

While recent experience has taught us that installers are a difficult group to recruit for research, we nonetheless believe this sample size is achievable²⁶. The recent evaluation of the Green Homes Grant Voucher Scheme (GHGVS) achieved a response rate of 28% (218 responses out of 791 installers contacted), and the evaluation of the Green Homes Grant Local Authority Delivery scheme achieved a response rate of 30% (40 responses out of 132 installers contacted).

If the population of is large enough to sample from (e.g., $n > 1200$), it is recommended that stratification sampling methods are used to obtain a statistically representative sample while allowing for analysis of key subgroups of interest. This may involve setting minimum quotas and/or having sampling boosts of populations of interest to ensure base sizes which are large enough for robust analysis. Subject to change in line with policy priorities, there should be interest in comparing installers by:

- Type of business arrangement – installer, retrofit assessor and retrofit coordinator only, or a combination of roles
- Region
- Types of measures – Cavity wall insulation or Loft insulation

Bidders can suggest alternative approaches to sampling, if considered more effective, appropriate, and achievable within the total project budget.

B2. Interviews with suppliers and supply chain

The evaluation will also need to deliver two waves of interviews with energy suppliers and representatives of all the supply chain groups involved in the delivery of the GB Insulation Scheme – including lead generators and managing agents. The interviews with suppliers, lead generators and managing agents might need to be longer and to include some questions on quantitative data, since these groups will not be surveyed.

Two waves of interviews are suggested with 100 interviews required at each wave (Waves 1 and 2). We will conduct the first wave of interviews at the start of the evaluation to inform early policy development (see timeline below). The second wave will follow the survey with the supply chain (described in B1) and will delve into issues raised in the survey. The findings of these interviews will also add detail to the mapping of the GB Insulation Scheme delivery journey and of the GB Insulation Scheme market for ABS.

The exact topics which will be explored will be decided during the topic guide drafting phase as they will be required to reflect policy priority areas and follow up on findings from the surveys (in the case of the second wave). Example topics that should be explored are perceptions of the scheme design and experience of delivery, ranging from motivations to deliver particular measures and to treat types of homes, who agents work with and how, experiences of finding households and signing them up to the scheme, how they use the GOV.UK referrals system and, importantly, how contributions are agreed, in particular with the general group. One of the aims of the evaluation is to explore whether the new

²⁶ Installer companies vary in size and number of employees and potentially have links to subcontractors, expanding the available population considerably.

GOV.UK digital platform that allows households to self-refer to the scheme is helping the suppliers and supply chain to deliver the scheme more cost-effectively, which is something that should also be covered in the interviews.

To deepen the understanding of the GB Insulation Scheme market for ABS, there will be a requirement for the interview to cover topics such as contracts, costs, and profits. Potential areas for investigation could include the sizes of contracts that get agreed (how many ABS are to be delivered and at what cost), typical contract lengths and how installers / managing agents come to price their ABS, including profit margins. Similarly to the survey, we anticipate challenges with participants responding to questions relating to commercially sensitive subjects and bids are required to set out how they will manage this issue.

Sampling

Each interview wave should aim to achieve a sample of ~100. In Wave 1, the sample of installers, retrofit coordinators, and retrofit assessors will be drawn directly from the TrustMark database. In Wave 2, the sample will be drawn from survey participants who have consented to being recontacted in their survey responses.

Our policy team will facilitate inviting energy suppliers to take part in the interviews, through their existing stakeholder relationships. To reach lead generators and managing agents, a non-probabilistic purposive and snowball sampling will be required, with initially energy suppliers gathering consent to share contacts with DESNZ. Sampling methods will be used to target supply chain groups and areas of interest that relate to evaluation questions, survey findings and policy priorities.

Interviews will take place over the telephone and should last approximately 1 hour for suppliers representatives and 45 minutes for the other groups. We suggest an incentive of £50 per interview with options for this to be in cash, voucher, or a charitable donation on behalf of the organisation. We anticipate challenges with identifying and recruiting the most suitable representatives from firms. We welcome suggestions from bidders on how they will manage this.

B3. Suppliers case studies

The GB Insulation Scheme and other ECO-type schemes work by placing an obligation on energy suppliers above a certain size. There are currently 13 energy suppliers obligated under the GB Insulation Scheme, and the overall obligation target is divided between suppliers based on their relative share of the domestic gas and electricity market.

The complexity and variability of how the scheme is being implemented by the suppliers and received by the supply chain on the ground may be difficult to capture through the interviews and surveys described above. Therefore, we suggest that the successful bidder uses case study research to provide an in-depth, multi-sided and detailed description of how suppliers implement the scheme.

The successful bidder will conduct four case studies, two in Wave 1 and two in Wave 2. Case studies may include a range of sources of information such as surveys, interviews, observation, document analysis, and media analysis. The methods applied and the data collected may vary depending on the availability of the data, and on the evaluation questions. Potential areas for investigation could include, but are not limited to, energy

suppliers' strategic approach to delivering the scheme (do they try to minimise cost or do they have other objectives?), what their network of delivery partners looks like, how they negotiate for ABS (price taking vs price setting) and whether they trade ABS with other energy suppliers.

Case studies should collect data from multiple individuals with different roles in the organisation, as well as other agents or businesses with whom energy suppliers work, including installers, retrofit coordinators, retrofit assessors, and managing agents and lead generators.

Sampling

The obligated suppliers are calculated by Ofgem annually, ahead of each annual phase of the scheme and based on supplier customer numbers and volumes of gas and/or electricity delivered. This means that the current list of 13 obligated energy suppliers can change.

Policy needs and priorities and the characteristics of energy suppliers (such as amount of ABS delivered or the £/ABS they achieve in the market) should inform the selection of the energy suppliers that will be invited to take part in the case study research. The DESNZ policy team will facilitate inviting suppliers to take part in the described research.

The table below indicates how we are proposing to get data from energy suppliers and the supply chain. As previously mentioned, we encourage bidders to suggest other appropriate approaches and methods, particularly to address the evaluation questions and evidence needs related to the energy suppliers and supply chain research.

Proposed methods	Energy suppliers	Installers	Retrofit assessors	Retrofit coordinators	Managing agents	Lead generators
Telephone survey		X	X	X		
Telephone interview	X	X	X	X	X	X
Case studies	X	X	X	X	X	X

The evaluation questions around how contributions are agreed between the supply chain and households, how households receive and experience the scheme (customer journey), how the supply chain delivers the scheme (delivery journey), and how the scheme market for ABS works are those that we see as more challenging to answer and where we invite bidders to suggest innovative ways to address them. We believe that the pre- and post-installation interviews with households and the case studies with energy suppliers and other agents in the supply chain will help to deep dive in these topics, and we recommend that findings from all methods cumulatively contribute to respond to these evaluation questions, but we invite alternative approaches or complementary methods that may help to fill any gaps.

Key datasets for this evaluation

- **GOV.UK Eligibility Checker** includes application date, household name and contact details (address and email address), and household income²⁷.
- **Ofgem database** includes variables such as supplier, eligibility route, tenure, type of property, area of the property, and SAP rating pre and post installation.²⁸
- **TrustMark dataset** includes variables such as the measure(s) installed(s), cost of installation, start and completion date, property characteristics (e.g., area, age, tenure), and all the businesses involved in the delivery of the measure (including installers, retrofit coordinators, retrofit assessors).²⁹

Other useful research or evidence

A few other data sources can be useful to provide context or to answer to some of the GB Insulation Scheme evaluation questions:

- The scheme total delivery costs and admin costs will be quarterly published on **Household Energy Efficiency Statistics**³⁰.
- The evaluation of **CAI** will focus on the experience of those eligible households who applied to the GB Insulation Scheme and did not receive measures, either because they withdrew, or because the installation of the measure was not suitable or cost-effective.
- The **ONS Opinion and Lifestyle Survey** will ask questions about awareness of ECO-type schemes (GBIS and ECO4) and of the new GOV.UK consumer advice website and self-referral service.
- The **Energy Efficiency & Net Zero longitudinal survey (EENZ)** will ask households whether insulation was installed in their home and whether this was installed under a specific government scheme.

Data collection and analysis considerations

Bidders should set out full details of their preferred methods of analysis for any data and insights collected and specify the methods that will be used for managing, collating, and synthesising evidence across the evaluation data collection methods set out above.

For both qualitative and quantitative data collection and analysis, it is expected (where relevant) that the proposed methodologies will be sufficiently detailed to give a clear understanding of how data collection and analysis will be approached, including an outline of any techniques that bidders expect to use. At a minimum, where relevant, the following areas should be considered:

- **Sampling robustness** – including sample sizes, sampling strategies and the achievement of adequate responses. In addition, for quantitative data collection, confidence intervals and weighting approaches should be outlined.

²⁷ <https://www.gov.uk/apply-great-british-insulation-scheme>

²⁸ The Great British Insulation Scheme Supplier Data Dictionary provides a data dictionary of the information suppliers provide when completing the Notification Templates for GBIS installed measures.
<https://www.ofgem.gov.uk/publications/great-british-insulation-scheme-supplier-data-dictionary>.

²⁹ The TrustMark Data Dictionary and Structured Data Model help understand the data items requested for the Lodgement of work. <https://www.trustmark.org.uk/business/data-warehouse>

³⁰ <https://www.gov.uk/government/collections/household-energy-efficiency-national-statistics>

- **Sample recruitment** – bidders are expected to propose sampling designs and how they plan to obtain contact details and obtain and maintain engagement with participants.
- **Development of data collection instruments and fieldwork materials** (e.g., interview/topic guides) – bidders are expected to explain how data collection instructions and fieldwork materials will be developed and, where relevant, piloted. As part of this, DESNZ expects to have the opportunity to review and approve any instruments and fieldwork resources.
- **Data capture** – for qualitative data collection, DESNZ expects all interviews will be recorded where consent is granted. In addition, a sample of anonymised interview transcripts will be required for DESNZ quality assurance purposes. DESNZ would also expect there to be an opportunity during data collection to review and revise the topic guides if required, on the basis of initial interviews.
- **Data processing and cleaning** – for quantitative data collection, including handling missing values, non-response and managing outliers.
- **Analysis of qualitative data** – including how themes will be identified and developed, whether analysis will be undertaken within and/or across cases, and how the analysis will be managed across organisations and individuals, if applicable.
- **Quantitative data analytical approach and outputs** – including use of descriptive or multivariate analysis, and how an appropriate approach to the analysis will be identified and developed.
- **Quality assurance** undertaken within the data collection and analysis process should be explained and any quantitative data analysis is expected to be in line with HMG's Aqua book.

In explaining their approaches to analysis, bidders should illustrate how these will ensure a credible and impartial outcome and set out any potential limitations or sources of bias. Bidders will need to demonstrate that they will meet DESNZ standards for quality assurance, which are outlined below.

Proposed timelines

The table below shows proposed timelines. We expect bids to include a detailed suggested project timeline mapping out sampling, data collection, analysis and reporting, with indicative timeframes and lengths for each research activity. These should include risk mitigations and buffer time where appropriate to ensure delivery of each research output is on time. Please note that quarters refer to financial years. The first dotted line indicates the need for a summary of findings to inform the scheme mid-review in June 2024, and second dotted line indicates the end of the wave 1 and the contract break point.

Financial year	2023/24		2024/25				2025/26				2026/27		
Quarter	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Wave			Wave 1				Wave 2				Wave 3		
Contract awarded													
Inception phase													

A1. Household pre- and post-installation interviews (waves 1 and 3)													
A2. Household survey (waves 2 and 3)													
A3. Household interviews (waves 2 and 3)													
B1. Supply chain survey (wave 2)													
B2. Suppliers and supply chain interviews (waves 1 and 2)													
B3. Suppliers case studies (waves 1 and 2)													
Analysis and presentations													
Reporting		IR	SF		IFR				IFR				FR
Notes: IR = Inception report, SF = Summary of findings, IFR = Interim findings report, FR = Final report First dotted line = Summary of findings is needed as soon as possible to inform GBIS policy mid-review in June 2024. Second dotted line = End of Wave 1 and the contract break point													

Depending on the commissioning timings, the supplier may be expected to start fieldwork in Q4 of FY 2023/24. We expect there to be a critical period soon after the project is awarded when the successful bidder will need to scope the evaluation and recruit for the household enhanced interviews, supply chain survey and suppliers case studies in parallel. Given this, we refer to this as the ‘inception and feasibility phase’. The Inception Report will include a detailed summary of the feasibility of achieving the desired sample sizes for the project.

To assess the feasibility of the project, the supplier will need to undertake scoping exercises which will involve contacting households, energy suppliers and supply chain agents to identify participants, invite them, and get their consent for the wave 1 research. Namely, during the inception phase the supplier will have to:

- Receive and clean data from the GOV.UK GB Insulation Scheme eligibility checker, and define the approach to sampling households.
- Ring households whose personal data are available via the GOV.UK eligibility checker. Identify households who will proceed with installations and arrange pre-installation interviews.
- Ring households identified by energy suppliers (or supply chain) to arrange pre-installation interviews (data shared by energy suppliers)
- Ring installation firms (retrofit coordinators and retrofit assessors) to identify suitable individuals to interview and arrange interviews (data from TrustMark).
- Ring all 13 obligated energy suppliers to arrange interviews and invite some of those to participate in case studies.

In a scenario where it does not appear likely that we will achieve the desired sample sizes, we may choose to reallocate budget to other parts of the evaluation.

A summary of early findings will be required by the end of Q1 of FY 2024/25 to inform a policy review point in June 2024. We expect bids to ensure that sufficient resource and personnel are allocated during this and other critical periods.

Analysis and presentations will include primary (and secondary if relevant) data analysis and presentations to DESNZ teams. In terms of reporting, Q4 of FY 2023/24 represents the inception report; Q3 of FY 2024/25 and Q3 of FY 2025/26 represent interim findings reports and Q3 of FY 2026/27 represents the final report. The inception report and associated outputs will not be published, but the interim findings reports and final report will be.

Final timelines will be agreed during the project inception phase, and we expect this will inform an invoice schedule, with research milestones acting as payment points. A review point (referring to the dotted line in the table) will be built into the contract between waves 1 and 2 to allow DESNZ to manage the contract and the spend which extends into a new spending review period (from April 2026). DESNZ reserves the right to revise or terminate the contract at this point for any reason.

Additional Research

We suggest that bidders keep 5% of the total budget unallocated to cover any ad-hoc research activities in light of policy questions that may arise over the duration of the evaluation. This will allow the evaluation to be agile and responsive to emerging priorities. This 5% is part of the overall budget and bidders are required to remain within the cost ceiling as specified in this specification.

Details of such research could, for example, include other research methods that may help to answer the evaluation questions, such as focus groups or media analysis. These will be given with as much notice as possible, and dates for completion will be agreed between DESNZ and the successful bidder. It is expected that the successful bidder will be as flexible as possible with regards to these additional research activities and should be able to mobilise a team to begin work within 2 weeks. DESNZ will endeavour to be reasonable in its requests.

4. Deliverables

The deliverables listed below will be required, irrespective of the final methodology chosen. Additional deliverables may be suggested provided that the required deliverables listed below will also be delivered. Details within each of the deliverables should align with the specifics of the methodology proposed in your bid.

To deliver the aims of the evaluation and ensure that the evidence has the maximum impact, it is necessary that evidence and deliverables are made available to DESNZ on an ongoing basis.

1. Inception report and other inception materials

Once the contract has been set up, the inception and feasibility phase will be required in

which the details of the project should be agreed upon. An inception report (IR) will be delivered as the output of this phase.

This report will focus on the feasibility of the proposed project, based on the scoping activities undertaken by the supplier which are detailed above. A review of the proposed evaluation questions should take place to ensure that they remain appropriate for the final agreed upon evaluation approach and methodology and will meet the aims of the project. The final set of evaluation questions will be agreed with DESNZ and set out in the inception report. Due to this evaluation involving studying the customer journey and the delivery journey, the inception phase will also involve drafting the typical journeys before fieldwork starting. The supplier will develop this in collaboration with DESNZ colleagues. Initial visual representations of the variety of typical customer journeys and delivery journeys will be included in the inception report as this will act as the basis of some of the household and the suppliers and supply chain research.

Also included in the inception report should be:

Evaluation plan

The inception report should also include a detailed evaluation plan with the agreed methodology, timescales and deliverables that will be provided by the supplier. The evaluation plan should set out in detail how the sampling will be delivered for each of the agreed data collection methods of the project. The report will be required before fieldwork can begin.

Invoicing schedule

DESNZ will require the supplier to provide an invoicing schedule, outlining a breakdown of the invoice amounts and expected dates. This will first need to be provided as part of the inception report, but it will be expected that the supplier will keep this updated throughout the evaluation should there be any changes.

GANTT chart

To complement the timings and deliverables agreed in the inception report, a GANTT chart should be provided. It is expected that the supplier will keep this updated throughout the evaluation should there be any changes.

Risk log

Any risks associated with the evaluation should be discussed during the inception phase and compiled into the risk log that is delivered alongside the inception report. The risk log should include severity ratings and planned mitigations. This should be a working document throughout the evaluation with both the supplier and DESNZ providing input. However, it is expected that the supplier will ultimately hold responsibility for the log and update it as and when needed.

2. Evaluation materials

Fieldwork materials

The below will be required to be delivered and signed off by DESNZ ahead of fieldwork commencing:

UK OFFICIAL

- Household pre- and post- installation enhanced interviews topic guide
- Household questionnaire
- Household interview topic guides
- Supply chain questionnaire
- Suppliers and supply chain interview topic guides
- Case studies questionnaires or topic guides

The above materials should be developed for the first wave of research and then adapted for the following waves as appropriate. Materials should be appropriately tailored to the respondent group and may involve routing. It should be expected that each deliverable will go through at least one round of comments from DESNZ and redrafting before sign-off.

Cognitive testing results

Outputs from the cognitive testing of survey design and questions should be provided to support DESNZ decision making.

3. Fieldwork summaries

DESNZ will require regular short summary outputs at natural break points. These break points will be agreed with the supplier during the inception phase however, bids should outline a proposed schedule for these. These outputs will allow for fieldwork findings to be regularly shared within DESNZ to inform ongoing policy discussions. Outputs may be either MS PowerPoint slide packs or short MS Word documents and should contain high level findings from recently concluded fieldwork. For summaries produced during the second and third waves of fieldwork, these outputs will be required to make comparisons to findings from the earlier wave(s). These outputs will be for internal use only and will not be published.

An example list of summary outputs is below:

- Summary of household research, including customer journey(s) – May 2024 – to inform scheme mid-review
- Summary of suppliers and supply chain research, including delivery journey(s) – May 2024 – to inform scheme mid-review
- Summary of the market for ABS findings, including market map – August 2024

4. Evaluation reports

Alongside these fieldwork summaries, DESNZ will require three fuller reports: two summarising interim findings (IFR) in Q3 2024/25 and in Q3 2025/26, and final report (FR) in Q3 2026/27. All reports will need to include technical annexes detailing methodology and sampling. Reports should be produced in MS Word, delivered to a publishable standard³¹ and meet UK Government accessibility requirements.³² It should be assumed that report drafting will go through 4 versions, with 3 rounds of comments from DESNZ.

More detail on each report is presented below.

³¹ <https://www.gov.uk/government/publications/government-social-research-publication-protocols>

³² <https://www.gov.uk/guidance/publishing-accessible-documents>

Interim findings reports

Interim findings reports will be required at the end of 2024 and at the end of 2025. The first will present findings from wave 1 fieldwork. This interim report will provide evidence that will mainly address the evaluation questions related to the customer journey and to the suppliers and supply chain research. While final conclusions regarding the customer journey will still be incomplete, without the insights from the household survey and interviews, the report should summarise the available evidence in relation to both the customer and delivery journeys and provide easy visual representations of both. It is anticipated that the report will separate out findings related to the households' research, from those on suppliers, supply chain, and market. The report should contain a high-level summary for policymakers.

The second interim findings report should present findings from wave 2 of the evaluation fieldwork. This interim report will provide evidence that will address the evaluation questions related to who the households who received the scheme are, and how did households perceived it. It should update the results regarding the customer journeys, delivery journeys, and market for ABS, and update the visual analytical outputs, as necessary.

A full technical report including details of sampling approach, sample profiles, fieldwork protocols and materials, response rates, analysis and weighting will be required in an annex to the interim report. This interim report and technical annex will be published.

Final report

The final report will be delivered at the end of 2026. It will present findings from the three waves of the evaluation. A comprehensive picture of findings will be required, including of any changes detected over time.

The report should provide evidence that will address all the evaluation questions of both the household and non-household evaluation aspects of the project. Evidence and conclusions should be presented regarding the customer journeys and experience and the delivery journeys and experience. Final visual representations of these will be required. It is anticipated that the report will separate out findings related to household and non-household elements of the evaluation. A high-level summary for policymakers will also be included. The conclusions regarding how the market for ABS works will be reported and presented separately.

A full technical report including details of sampling approach, sample profiles, fieldwork protocols and materials, response rates, analysis and weighting will be required in an annex to the final report.

This final report and technical annex will be published.

5. Evaluation outputs

PowerPoint presentations

The interim and final reports will both be accompanied by a PowerPoint presentation. The slide pack should present a summary of the findings from the report which should be presented to DESNZ colleagues either face-to-face or virtually via Microsoft Teams.

Presentations should be a minimum of 1 hour and include a Q&A/discussion section.

Presentations will not be published.

Customer journey, delivery journey, market map

As the aim of the evaluation is to understand the variety of ways in which the scheme is received and delivered, and how the scheme market works, we expect the supplier to deliver visual representations of these. They can be in the form of a flow chart, diagram, or mind map, and should be simple and easy to read. We expect these to be standalone outputs that are updated at each evaluation wave.

6. Analytical outputs

For both the interim and final reports, the following specific outputs are also required:

- Full set of weighted and unweighted tables, with cross breaks and derived variables agreed in advance. Cross breaks are likely to include the key variables used for sampling and stratification of the data, as well as key demographics and type of measure installed. Individual wave tables will be required as well as tables combining data from both waves into one overarching dataset. Tables should be provided to DESNZ in Excel format.
- Excel data file cleaned and clearly labelled, including weights and agreed derived variables, including a data dictionary and a dataset suitable for possible publication in the UK data archive.
- Coding dictionary, including themes, sub-themes and illustrative quotes from qualitative interviews.

7. Project management and quality assurance

The successful supplier 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 relevant meetings, workshops and review points to ensure their full engagement in the project. All suppliers and sub-contractors are responsible for the delivery of timely, quality outputs. It is expected that the lead supplier takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

Regular project management updates and phone calls

The frequency of project updates is likely to vary throughout the course of the project in line with the nature of the activities at the time. It should be expected that at a minimum fortnightly Microsoft Teams calls will be required between the supplier and DESNZ project manager. The supplier will be required to provide regular written updates on project progress and outstanding actions for both the supplier and DESNZ. The regularity of these updates should be decided during the inception phase of the project.

Quality assurance

All bids should state the quality assurance (QA) processes that will be applied to different activities and outputs. Where necessary, deliverables that will provide evidence of QA should be specified. Sign-off for quality assurance must be done by someone of sufficient seniority within the supplier organisation to be able to take responsibility for the work done. Acceptance of the work by DESNZ will take this into consideration.

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 supplier's QA plan. QA should cover all aspects of the project undertaken by the suppliers, including data collection, analysis and reporting.

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

Bidders should note that DESNZ may appoint its own peer reviewer(s) to QA publishable outputs. Consideration should be given to how the external peer reviewer(s) will be included in the QA process.

Where complex or innovative methods are proposed, bidders should specify how additional QA will be provided. Where necessary, this should include the use of external experts. A DESNZ appointed peer reviewer will not be expected to provide detailed QA, their role will be focused on higher level peer review.

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

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

Performance metrics

DESNZ will use key performance indicators (KPIs) to manage supplier performance throughout the duration of the contract to ensure the contract is delivered to required time and quality. It will also support feedback in performance reviews. The KPIs can be found in DPS Order-Schedule-14-Service-Levels covering metrics on the following:

- Risk management
- Timeliness
- Quality of data and outputs
- Project management
- Social value

Supplier performance will be reviewed against the metrics on a quarterly basis, commencing two months after the contract start date. The winning supplier will have an opportunity to discuss KPI requirements with DESNZ during this window.

8. Data security

The successful bidder must comply with the General Data Protection Regulation 2016 (GDPR) and any information collected, processed, and transferred on behalf of the Department, and in particular personal information, must be held and transferred securely.

Bidders must provide assurances of compliance with GDPR and set out in their bids 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 the Department. The successful supplier will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of the Department is conducted securely. The sorts of issues which must be addressed satisfactorily and described in suppliers' 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 person/s 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

Order Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.



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1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. 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 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.

3. What needs to be delivered

3.1 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.

3.2 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.

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.

3.3 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.
- 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.

4. 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.

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.

5. 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.

6. 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.

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.

7. 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.

8. 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:

- (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.

9. 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:
- (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.

10. Ending the contract or any subcontract

10.1 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.

10.2 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.

10.3 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:

- (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).

10.4 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;

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- (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.

10.5 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.

10.6 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.

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- (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.

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.

10.7 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.

10.8 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.

11. 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.

12. 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.

13. 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.

14. 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 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.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;

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- (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;
- (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.

16. When you can share information

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

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.

17. 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.

18. 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.

19. 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.

20. 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.

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.

21. 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.

22. 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.

23. 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.

24. Changing the contract

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

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.

25. 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. 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.

26. 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.

27. 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:

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

28. 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.

29. 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.

30. 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.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS

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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 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.

32. 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.

33. 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.

34. 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.
- 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.

35. Which law applies

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

Joint Schedule 5 (Corporate Social Responsibility)

1. 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)
- 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.

2. 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.

3. 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.

4. 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

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.

5. 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.

6. 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-thegovernment-buying-standards-gbs>

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