

Conditions of Contract Short Form Enhanced

CEFAS23-94 Contract for services to conduct an education and outreach program on abandoned lost and otherwise discarded fishing gear (ALDFG) in Ghana under the Ocean Country Partnership Programme (OCP)

June 2023

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Chaint Afrique Academy
3rd Mama Kwaku Link
Accra
Ghana
GA230 8644

[REDACTED]

[REDACTED]

Date: 11 September 2023
Our ref: **CEFAS23-94**

Dear [REDACTED]

Supply for supply of services to conduct an education and outreach program on abandoned lost and otherwise discarded fishing gear (ALDFG) in Ghana under the Ocean Country Partnership Programme (OCP)

Following your tender/ proposal for the supply of services to conduct an education and outreach program on abandoned lost and otherwise discarded fishing gear (ALDFG) in Ghana under the Ocean Country Partnership Programme (OCP) to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and **Chaint Afrique Academy** for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to procure@cefas.co.uk at the above address within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

[REDACTED]

[REDACTED]

Pakefield Road,
Lowestoft,
Suffolk,
NR33 0HT, UK

[REDACTED]
[REDACTED]

Order Form

1. Contract Reference	CEFAS23-94 Contract for supply of services to conduct an education and outreach program on abandoned lost and otherwise discarded fishing gear (ALDFG) in Ghana under the Ocean Country Partnership Programme (OCP)	
2. Date	13 September 2023	
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	CHAIK AFRIQUE ACADEMY 9 Koriey Kofi Avenue, Accra, Ghana, GZ-230-4543 Registration Number: CG0108012019	
4a. Supplier Account Details	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority. 2. Conditions and Annex 1 (Authorised Processing Template) with equal priority. 3. Annexes 4 (Tender Submission) and 5 (Sustainability). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	[None]
	Services	<p>To be performed at the Supplier's premises at:</p> <p>9 Koriey Kofi Avenue, Accra, Ghana, GZ-230-4543</p> <p>and in locations in Ghana as required by the Specification.</p>

7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 13 September 2023 or as close as is possible (the Start Date)</p> <p>and the Expiry Date shall be 31 March 2024 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 12 months' by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Finance@cefas.co.uk</p> <p>Alternatively, you may post to:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).</p>	
11. Authority Authorised Representative(s)	<p>For general liaison, your contact will continue to be</p> <p>██</p> <p>████████████████████</p> <p>██</p>	
12. Address for notices	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>██████████</p> <p>██</p> <p>██████████</p>	<p>Supplier:</p> <p>CHAI NT AFRIQUE ACADEMY 9 Korieh Kofi Avenue East Airport Accra Greater Accra GZ-230-4543 Ghana</p> <p>██████████</p> <p>██</p>

	procure@cefas.gov.uk	E [REDACTED]
13. Key Personnel	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Attention:</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>	<p>Supplier:</p> <p>CHAI NT AFRIQUE ACADEMY 9 Korieh Kofi Avenue East Airport Accra Greater Accra GZ-230-4543 Ghana</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>
14. Procedures and Policies	<p><i>For the purposes of the Contract the applied Policies and procedures are available at: Policies, plans, reports and quality - Cefas (Centre for Environment, Fisheries and Aquaculture Science)</i></p> <p><i>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</i></p>	
15. Limitation of Liability	See Clause 12.1	
16. Insurances	<p>The Supplier shall hold the following insurance cover for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover of not less than £50,000 - Public Liability insurance with cover of not less than £50,000 - Workmen's Compensation Insurance with cover of not less than £50,000 	
Signed for and on behalf of the Supplier		Signed for and on behalf of the Authority .
<p>Name:</p> <p>[REDACTED] [REDACTED]</p>		<p>Name:</p> <p>[REDACTED] [REDACTED]</p>
Date: 11.09.2023		Date: 13 September 2023
<p>Signature: [REDACTED]</p>		<p>Signature: [REDACTED]</p>

Annex 1 – Authorised Processing Template

NOT USED

Annex 2 – Specification

1. Background - Ocean Country Partnership Programme (OCP)

The OCP was announced in 2021 as a key bilateral aid programme under the [£500m Blue Planet Fund](#).

The OCP is a UK Government-led programme delivered under the Blue Planet Fund. Through this programme, Cefas, in partnership with JNCC and MMO, provide technical assistance to support countries in tackling marine pollution, support sustainable seafood practices, and establish designated, well-managed and enforced MPAs.

3. Aims and Objectives

OCP objectives are to support countries to tackle marine pollution, support sustainable seafood practices and establish designated, well-managed and enforced Marine Protected Areas (MPAs).

From 2021-26, Cefas will lead delivery of the Marine Pollution and Sustainable Seafood themes of OCP, working in partnership with experts from the Joint Nature Conservancy Council (JNCC) and the Marine Management Organisation (MMO).

The OCP Marine Pollution strand will build on work in countries where Cefas and UK marine partnerships are already active, as well as forge new relationships in priority regions. The OCP began by building on the successes of the Commonwealth Litter Programme (CLiP), using established foundations to expand technical training and capacity building in Overseas Development Assistance (ODA) eligible countries and foster collaboration internationally to tackle marine pollution, with a specific focus on marine plastics, including Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG).

There is no single solution that will effectively resolve the issue of marine plastic pollution. The OCP will work with partner countries to identify tailored support to tackle marine pollution challenges, recognising the need for holistic cross-sectorial action, involving both upstream and downstream interventions. Through building capacity and expertise, partner countries will be well equipped to develop robust and effective policies that address core marine environmental issues and empowers the local communities and economies that depend on the ocean.

Under the OCP, Cefas will use existing experience of collaboration at an international level, to develop innovative science techniques and analyses with OCP partner countries that address marine pollution challenges.

4. Approach

Cefas will work alongside international partners in government and society to collaborate on work packages to tackle marine litter, including raising awareness to encourage best practices in litter disposal. This includes collecting data to evaluate the status of forms of pollutions such as abandoned lost and otherwise discarded fishing gear (ALDFG) and educating and engaging with local communities to start conversations about solutions. This also includes an outreach programme on ALDFG to raise awareness of the possible impacts of ALDFG.

5. Scope of Requirements

Cefas requires the successful Tenderer to provide an education and outreach programme containing original material, on abandoned lost and otherwise discarded fishing gear (ALDFG),

in Ghana. The education and outreach programme will aim to educate local people, specifically those in the fishing community, on the problems related to ALDFG and practical ways to reduce and prevent ALDFG in Ghana.

The successful Tenderer will engage with local fisherfolk to understand how ALDFG is currently entering the marine environment in Ghana and what solutions the local community believe will be beneficial in reducing ALDFG nationally in the future.

The successful Tenderer will be expected to provide technical knowledge, explore potential in-country solutions, and create and provide appropriate training materials.

It is expected that the successful Tenderer will be on the ground, engaging face-to-face with the local fishing communities in Ghana.

A range of materials should be used to engage with the coastal fishing communities, which may include, for example, presentations, discussions, meetings, videos, and brochures. The Tenderer is expected to use methods deemed to be effective and appropriate to engage with the local communities.

All materials produced will be provided in one or two common local languages spoken in each fishing community, which will vary depending on the community.

There is no maximum number of events that should be held as part of this programme; however, it is essential that the majority of the coastal fishing communities are engaged with the project. A minimum of one event will be held each week over a three-month period, with the aim of reaching 30 communities. There are no set locations for the events; these should be set out by the Tenderer in their bid and should correlate with the locations of fishing communities in Ghana.

The successful tenderer will also undertake a data gathering exercise as part of the programme. The exercise should aim to engage with a minimum of 30 local fishing communities across the country, to understand from those communities, the main drivers responsible for ALDFG in Ghana.

The successful Tenderer will be responsible for obtaining any permits or other legal requirements needed to perform the work in Ghana.

Deliverables:

The successful Tenderer is required to organise and carry out face-to-face education and outreach events to raise awareness on ALDFG in Ghana. This includes:

1. Working closely with the Cefas scientists to finalise the education and outreach material and the narrative to be used during the activities.
2. Translate the material into the appropriate local language(s) for the target community.
3. Organise and run face to face education and outreach events campaign with a number of targeted communities and stakeholders.
4. Be responsible for the smooth running of the events from beginning to end, including ensuring it is in line with Ghanaian laws and cultural expectations.

5. Providing regular review reports (these may be in the form of meetings) to Cefas on progress, as described below.
6. Providing a final report on all activities and impact, using the Cefas reporting template to include things such as engagement metrics (template will be shared with the awarded tenderer during the inception meeting).

In addition to the above, the following is required:

1. The work needs to be delivered between mid-August 2023 and 31 of March 2024, **with as much as possible delivered before December 2023.**
2. An inception meeting must occur within 7 days of the project commencement.
3. Followed by a draft project plan within 14 days for Cefas approval.
4. An interim report, of what has been achieved, and what still needs to be achieved, must be provided halfway through the project.
5. A draft final report must be provided 14 days before the final report, for approval by the Cefas representative.
6. A final report, including publication schedule and metrics provided by mid-March, for approval by Cefas.

The exact delivery dates of the draft plan, interim report and final report within the time frames mentioned at points 3, 4 and 6 are to be agreed, in writing, between the successful Tenderer and Cefas.

Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated

1.1 The Charges:

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

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

2. Rates and Prices

Goods or Services Required	Unit	Qty	Total Cost (ex VAT)	VAT (if applicable)
1. Inception meeting and project plan, and understanding drivers – social survey	Total Fixed Cost	1		£
2. Outreach materials and translation	Total Fixed Cost	1		£
3. Outreach events for 30 communities	Total Fixed Cost	1		£
4. All interim and final reporting	Total Fixed Cost	1		£
Total Fixed Cost:			£ 102, 070	£

Cost breakdown:

Task 1 - Inception Report and Planning	
Task 2 - Understanding Drivers - Social Survey	
Task 3 Developing ALDFG Advocacy Materials	
Task 4 Outreach Engagement with 30 Fishing Communities	
Task 5 REPORTING	
Miscellaneous Expenses	
Total Expenses + Equipment	
TOTAL	£ 102,070

3. PAYMENT SCHEDULE

Deliverable	Delivery Date	Invoice (ex VAT)
1. Inception meeting and project plan, and understanding drivers – social survey	Within 3 weeks (2 October 2023)	
2. Outreach materials and translation	Prior to outreach events 30 October 2023	
3. Outreach events for 30 communities	By 10 December 2023	
4. All interim and final reporting	By mid-March 2024	

4. Currency

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

5. Variations

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

6. Electronic Invoicing

- 6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 6.2.1 the date of the invoice.
 - 6.2.2 a unique invoice number.
 - 6.2.3 the period to which the relevant Charge(s) relate.
 - 6.2.4 the correct reference for the Contract
 - 6.2.5 a valid Purchase Order Number.
 - 6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed.
 - 6.2.7 a description of the Deliverables.
 - 6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time, and materials).

- 6.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 6.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate.
 - 6.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 6.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e., name and address of bank, sort code, account name and number).
- 6.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Finance@cefas.co.uk or Cefas, Pakefield Road, Lowestoft, Suffolk NR33 0HT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

Annex 4 – Tender Submission

1.3 Please provide a clear explanation of your proposed solution against each requirement stated in the Scope of Requirements within Appendix 4.

Outreach and Education Program

a) Planned Locations:

The outreach and education program will target key coastal regions in Ghana, where fishing activities are prominent, and ghost gear is a significant problem. These locations include major fishing ports, coastal villages, and communities with a high concentration of fishing activities and populations. Thanks to our partnership with the University of Cape Coast, Priority will be given to areas where ghost gear has been reported more frequently or where its impact on marine life is severe. We will undertake the advocacy across 30 select communities with a focus on landing beaches within 30 most populated fishing communities along the coast of Ghana. The identified locations have been mapped on the google map for easy reference.

Some of the key locations include:

Greater Accra Region: Azizanya, Ada Foah, Akplabanya, Prampram, Tema (Ashamong, Awudun), Accra (Gamashie), Bortianor, Anyamam

Central Region: Senya Berake, Winneba (Ayipey), Nyanyano, Apam (Main), Otuam (Asesem), Narkwa, Abandze, Elmina (Main), Bri Komenda, Brena Akyinmu, Ankafu (Assim), Biriwa (Abaka Ekyir), Apam (Alata),

Western Region: Abuesi (Anafo), Aboadze (Bronyi-Bima), Ngyiresia, Secondi, Half-Assini (Fante-line)

Volta Region: Adina, Hedzranawo

See list of all planned locations herewith. We have selected 40 locations so far but will agree on 30 locations in collaboration with the Landing Beach Enforcement Committee who are more knowledgeable about the locations.

<https://rb.gy/j7xwx> - Link to mapping of proposed communities along the coast of Ghana.

b) Audience:

The primary target audience for the outreach and education services will include:

Fishermen and fishing communities: Those directly involved in fishing and using fishing gear.

Fishermen's associations and cooperatives: Engaging with these groups will allow for better dissemination of information throughout the fishing community. We constantly engage with the Ghana Canoe Council and the Association of Fishing Gear owners in Ghana who will be assisting us in the parts of the Central, Volta and Greater Accra Regions for the advocacy drive.

Local authorities and fisheries management bodies: the involvement of government entities is crucial for implementing and enforcing sustainable fishing practices.

Churches, Schools and Market Places: The engagement will also include engaging with churches, schools and market places who will be delivered material that can be used to engage with key members beyond the advocacy drive.

NGOs and conservation organizations such as the Landing Beach Enforcement Committee: Collaborating with these groups can leverage existing networks and resources for more effective outreach. The Landing Beach Enforcement Committee will be a key partner in the delivery, and will work with us as delivery partners during the 6 months of the advocacy campaign and will be continuing these engagements with the communities beyond the engagement using the material that will be developed.

c) Attendee Numbers:

The number of attendees for each outreach event will depend on the size and significance of the targeted fishing communities, an estimate of 20% of each community is expected, but efforts will be made to ensure broad representation from various stakeholders in each location. Depending on the location, the events may range from small group meetings to larger community gatherings. However, we are targeting 30 communities, and the social surveyor will report on the key number of attendees we can engage with after the task of understanding key drivers has been done. We estimate from current available Data that there are over 20,000 fisherfolks within the 30 communities identified for the ALDFG Advocacy drive,

d) Frequency of Outreach Events:

To achieve a meaningful impact, outreach and educational events will be conducted regularly. A well-planned schedule will be established, with outreach events held each week over a 3 months period with the aim of reaching 30 different fishing communities. There will be about 10 major events at city and large districts and the remaining 20 events will be smaller because the target audience may not be very diverse compared to the big coastal cities. The event will occur once in the location but we will work with the Landing beach Enforcement Committee to ensure that clean ups are regularly done by the community at least once a week. There will be announcement jingles every week across the 30 locations for the 3 months of outreach

e) Education Materials:

Our social surveyor will engage with local fisherfolk to understand how ALDFG is currently entering the marine environment in the community and what solutions the local community believes will be beneficial in reducing ALDFG. The education materials will be designed to effectively convey key information and messages to the target audience. These materials will be tailored to suit the literacy levels and cultural context of the communities. We will be working closely with the Cefas scientists to finalize the education and outreach material and the narrative to be used during the activities. The social survey will be via focus groups engaging with policy makers, community leaders, fisher folk and the wider community members.

Some examples of education materials include:

Posters and banners: Eye-catching visuals with concise messages will be used to raise awareness about the dangers of ghost gear and the importance of responsible fishing practices.

Information Centres, Local Radio stations and TV shows: Informative audio contents detailing the impacts of abandoned fishing gear on marine life, fishing communities, and the environment, along with guidelines for proper gear management and disposal will be produced after the social survey.

Virtual Reality ,Videos and animations: Engaging audio-visual content to demonstrate the effects of ghost gear and showcase best practices for responsible fishing and gear handling. The introduction of VR is our innovative method deemed effective and appropriate to engage with the local communities because from our experience, fisher folks have developed an engagement fatigue from the numerous talks. We need to produce material which is different and provides an immersive appreciation of the ghost gear challenge.

Interactive workshops: Hands-on sessions with powerpoint presentations and demonstrations to educate fishermen on gear recycling, repair, and ways to reduce gear loss at sea. These workshops will be complimented by the VR technology which will be left behind in some areas with permanent presence of the Landing Beacg Enforcement Committee for example at the Elmina Fishing Harbour.

Local language content: All education materials will be available in local languages to ensure accessibility and better understanding among the target audience. The following languages will be used for the content of all advocacy material: english, Twi, Ga, Ga'dangbe, Ewe, Fhanti and french. We will include french because we have engaged with some fisherfolk in the Western and Easstern part of the fishing coast who will speak only french. We also assume that the material can be made available for other French OCCP countries who will likely be starting work especially in Senegal where we envisage training of an NGO seeking to start collection of used fishnets.

The education materials will be designed with input from local communities and stakeholders to ensure cultural relevance and effectiveness. Clear and concise messaging will be employed to ensure the information is easily understood and retained by the audience.

Specific Activities and Content:

a) Workshops and Training:

During the training, we will conduct workshops and training sessions in collaboration with local partners from the Landing Beach Enforcement Committee(LaBEC), Fisheries Commission, and conservation organizations. These workshops will focus on the ecological impact of abandoned fishing gear, sustainable fishing practices, gear disposal options, and the importance of marine conservation. It will also highlight some end uses of the discarded fishing gear as a way of encouraging green jobs within these communities. We will also indicate the fact that an end use could be selling to project NeTCYCLE who will collaborate with LaBEC for collection.

b) Awareness Campaigns:

Launch targeted awareness campaigns using Information centers, Local radio stations, and TV shows with educational materials in local languages to ensure a better understanding among the fishing communities. Engaging infographics and videos to convey complex information in a visually appealing manner. Deploy a video documentary and an animated folklore story about Kwaku Ananse to deepen local appeal. We will work with a local folklore expert to develop a story that will be animated for use as an engagement medium during the advocacy outreach.

c) Community Engagement:

Organize community events, seminars, and town hall meetings to foster a sense of ownership and active involvement among the fishing communities. Encourage dialogue and feedback from attendees, considering their traditional knowledge and experiences in fishing practices. A detailed plan will be developed during the inception phase of the project.

d) Demonstrations:

Conduct practical demonstrations on responsible fishing gear handling, gear recycling, and ways to reduce gear loss. These demonstrations will be held on beaches or fishing piers to ensure direct engagement with fishermen. These will be undertaken in collaboration with experience from CEFAS from other OACP countries, Fisheries Commission and LaBEC.

e) Partnerships and Collaborations:

We will forge partnerships with local fishing industry stakeholders, environmental organizations, and academic institutions to enhance the reach and credibility of the outreach and education services. Key partnerships we will establish will include:

1- Landing Beach Committee (LaBEC): They will be our local engagement counterparts for the deployment of the advocacy. They are made up of over 750 members of the fishing community along the coast of Ghana and each land Beach is led by a Chief Fisherman. They have a permanent Secretatry who is literate and will lead the deployment of the advocacy material.

2- University of Cape Coast (Centre for Coastal Management (CCM): They will undertake the Social Survey component which will provide insight on the design of the advocacy material. They will also assist in monitoring and evaluation and build our M&E Capacity.

3- Canoe and Fishing Gear Owners Association of Ghana (CaFGOA): They will co-ordinate engagement with Canoe and fishing gear owners, considering that not all of them are fishermen. They will also participate in the advocacy drive in the Central and Volta Region.

f) Monitoring and Evaluation:

We will establish a robust monitoring and evaluation system to assess the effectiveness of the outreach and education program. Feedback from attendees, changes in fishing practices, and reduction in ghost

gear incidents will be key indicators of success. This will enable us to provide a final report on all activities and impact.

- The team will create a project schedule with realistic dates and milestones as well as check if the schedule is feasible and in accordance with the contract criteria.
- The team will also schedule regular team meetings to discuss progress, handle difficulties, and guarantee efficient communication among team members. Depending on the team's location, these sessions might be held in person or electronically.
- The team leader will conduct periodic performance evaluations for team members to verify their work fits with project objectives, and provide constructive criticism, identify training needs, and celebrate accomplishments.
- The team leader will continuously monitor and appraise risks throughout the project lifecycle and implement mitigation methods as needed and maintain constant communication with CEFAS to address any new risks or changes in project scope.

Sustainability:

To ensure the sustainability of the program, local community members will take leadership roles in organizing future outreach events. Capacity building and training programs will be conducted for interested individuals to become advocates for marine conservation and responsible fishing practices. Our Project NeTCYCLE will be working within these communities over the next 20 yrs and we will continue to use the material as we would have built enough capacity to update the VR and media mediums. We will continue to engage with these communities in collaboration with LaBEC whom we also plan to sustain financially by incorporating them in our fishnets collecting schedule. We have existing linkages and plan to engage with the following parties to enhance the content and sustain the project in the long term even if NeTCYCLE's operational plans change.

Ministry of Fisheries and Aquaculture Development (MOFAD):

The Ministry of Fisheries and Aquaculture Development in Ghana plays a significant role in regulating and managing the country's fisheries resources. Collaborating with MOFAD ensures that the outreach and education program aligns with the government's policies and priorities related to sustainable fishing practices and marine conservation.

Fisheries Commission of Ghana:

The Fisheries Commission is the regulatory body responsible for the management and development of the fishing industry in Ghana. Involving the Fisheries Commission in the outreach and education efforts ensures that the program addresses local challenges and incorporates insights from regulatory perspectives. We will be working with the Regional Director of the Fisheries Commission for the Central Region who is also the Founder and enabler of LaBEC.

Fishing Communities and Fisherfolk Associations:

Engaging directly with fishing communities and their representative associations allows for a bottom-up approach. By involving local fishermen and fishing community members, the program can better understand their unique challenges, traditional fishing practices, and cultural norms. This ensures that the

solutions proposed are contextually relevant and practical. We have linkages with the Leader of the Ghana Canoe Council in the person of Jojo Solomon, the President of the Canoe and Fishing Gear owner Association in the person of Nana Nkwiegyah and we have signed an MOU for collaboration with LaBEC which goes beyond this initiative.

Non-Governmental Organizations (NGOs):

There are several NGOs working on marine conservation and sustainable fishing initiatives in Ghana. Partnering with such organizations can provide access to existing networks, knowledge, and resources. These NGOs often have a deep understanding of the local context and can contribute valuable insights to guide the outreach and education program. We will engage with these NGOs during the development of the communications plan for inclusion in the engagement schedule. We will work with them within the locations of their operations because they are already well known to these communities we will be engaging.

Consulting in Knowledge Management, eLearning & Translation: Our local partner delivering the language translation will also be providing some insight in Knowledge Management. Kabod Group will do the translations for the project and will manage aspects of knowledge management to define especially how best we can transfer knowledge and material for stakeholder use beyond the initiative.

Academic Institutions:

We are Collaborating with the University of Cape coast (UCC) and research institutions in Ghana can add scientific rigor to the program. Researchers and academics often conduct studies on marine ecosystems, fisheries, and environmental conservation, providing valuable data and recommendations.

Local Community Leaders and Elders:

We will be respecting and involving local community leaders and elders is essential for gaining the trust and support of the fishing communities. They can serve as bridges between the outreach program and the local population, ensuring cultural sensitivity and effective communication.

Government Environmental Agencies:

Apart from MOFAD, other government environmental agencies can also offer valuable input regarding the impact of ghost gear on marine ecosystems and help identify areas of focus for the outreach and education efforts.

LaBEC and Environmental Care and Sustainability Alliance Associations: These organisations focused on coastal conservation and marine protection can provide insights into the specific ecological challenges faced in different regions of Ghana's coast. Their expertise can help tailor the outreach program to address local environmental concerns.

Canoe and fishing gear owners association of Ghana(CafGOAG): Engaging owners allows for an understanding of the types of gear commonly used, their durability, and potential improvements that could reduce gear loss.

Our 7 Step Approach to Delivery

There will be an inception report within two weeks of the start of the project.

- 1. Baseline review of existing knowledge and understanding of the 30 communities*
- 2. Assess their level of knowledge and understanding of waste management and proper disposal of used fishing gear.*
- 3. Identify the gaps in their knowledge in relation to international standards.*
- 4. Capacity building and training. Content specific to the needs of the 30 fishing communities will be created for the training sessions.*
- 5. Introduce and support the fishing communities with other appropriate and sustainable solutions for getting rid of their used fishing gear.*
- 6. Prepare monitoring and reporting frameworks for the project.*
- 7. Finalize the project by setting up community advocates to enable continuity.*

Firstly, the outreach team will map out the 30 fishing communities based on the communities with the highest population. The locations already chosen will be validated during the Social Survey and focus groups for appropriateness.

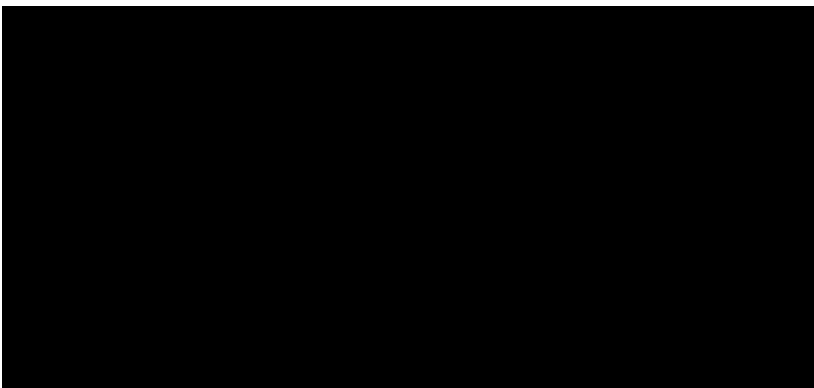
Project Plan and Core Activities:

Task 1: Project Initiation and Stakeholder Engagement

- We will validate the project team based on final Terms of Reference for the delivery. (internal and external stakeholders).
- We will finalise roles, responsibilities, and governance structure.
- Engage with Cefas project team to align on objectives and expectations and submit the Inception Report
- We will Identify and confirm key in-country stakeholders, including government agencies, NGOs, and fishing communities as we develop the communications plan.

The key Team members identified to date include the following:

Internal Teams



External Teams

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Task 2: Social Survey

We will conduct a comprehensive needs assessment to understand the extent of the ghost gear problem in different regions of Ghana's coast and what solutions the local community believe will be beneficial in reducing ALDFG. We already mapped some locations based on number of fisherfolk and boats within the communities as can be seen here: <https://rb.gy/j7xwx>

We will deploy focus groups during the social survey to understand key ADLFG issues. Details of all activities can be seen in the implementation plan.

TASK 2	Understanding Drivers - Social Survey
1.1	Validate list of target communities for advocacy
1.2	Engagement with Key Administrative Authorities
1.3	Planning for social survey
1.4	Social Survey across 4 Coastal Regions - Co-ordinated Focus Groups of 10
1.5	Analysis of outcome of focus groups
1.6	Adoption of key issues on ALDFG for 4 Coastal Regions
1.7	Input into Development of Advocacy Material

[REDACTED]

TASK 3: Development of Advocacy Material

We will development of Advocacy narrative using outcome from TASK 2 by collaborating with fisherfolks and local partners to design culturally relevant education materials in local languages. This will include development of posters, videos, animation, VR and other materials to convey key messages effectively.

All material will be translated into 5 local dialects after finalizing with Cefas team the education and outreach material and the narrative to be used during the activities. A detailed list of activities can be seen below. This has been explained in detail in Section 1.3.

TASK 3	Developing ALDFG Advocacy Materials
3.1	Documentation on state of ALDFG in Ghana
3.2	Development of Advocacy narrative using outcome from Step 1
3.3	Development of script for ALDFG Advocacy
3.4	Video shooting of ALDFG Script
3.5	VR Planning shooting and Development
3.6	Translation of script into 7 dialects
3.7	Editing of ALDFG Footage and voice over
3.8	Development of Folklore story and animation
3.9	Testing of ALDFG Advocacy material across select focus groups
3.10	Updates of material to input feedback from Testing
3.11	Development of Outreach Platform (Website, Social Media, youtube channel)

Key persons associated in the development of the Advocacy material will be the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Phase 4: Outreach and Education Events

We will organize outreach events across the 30 selected communities using the material developed. The outreach will be in the form of a caravan that will start from the West and end in the East of Ghana. During the 3 months of the engagement, we will organize an event once a week across the coast of Ghana. The events will be in two categories:

- 10 massive events in major coastal cities
- 20 smaller events in some of the smaller communities.

These events will be carefully curated to provide maximum experience and will involve key traditional leaders within the communities. We will also identify key local traditional festivals that will be ongoing during the engagement period and ensure we can leverage the platform of the festival for wider coverage and dissemination of information on the impact of ALDFGs along the coast of Ghana. The detailed tasks that will be undertaken will depend on the locations and other parameters which cannot be defined until the award is given.

TASK 4	Outreach Engagement with 30 Fishing Communities
4.1	Plan and schedule outreach events in the 30 fishing communities
4.2	Conduct Training of trainers for deployment of advocacy material post outreach in collaboration with LaBEC and Chief Fishermen
4.3	Train Supervisors on collection of PET and used fishnets
4.4	Advocacy Caravan along the Coast of Ghana
4.5	Develop M&E framework

The event is expected to take place over two days per community and will involve training of local collaborators identified in the location, engagement with the local community and a clean up campaign. It is expected that LaBEC will continue to work with the local communities to mobilise cleaning every week and also use material developed for Advocacy. We will provide tools for cleaning up including rakes, spades, two wheelbarrows per community and will liaise with the Local Waste Service Provider to assist in the clean up. Community will be thought about waste segregation as well and the collected waste will be segregated and appropriate bins used. We will be inviting our Netcycle Plastic Collection partner COLIBA to pick up all PET and other recyclables while we NETCYCLE will encourage the fisherfolk to bring their fishnets to us for payment.

We will work with local TVs which will be aired once a month from October to March 2024, to develop documentaries, do Radio interviews once a week and partner with local WASH TV programmes e.g GTV WASH Programme which takes place every week on Thursdays. We have a standing and open invite to participate which we have activated to use for this advocacy drive. There will also be local announcements translated into local dialects which will be broadcast twice a week within these communities. Ideally we will plan engagements to take place on Tuesdays, when there is no fishing within the communities.

TASK 5: Monitoring, Evaluation, and Reporting

We will implement a robust monitoring and evaluation system to assess the impact of the outreach program.

- The team will create a project schedule with realistic dates and milestones as well as check if the schedule is feasible and in accordance with the contract criteria.
- The team will also schedule regular team meetings to discuss progress, handle difficulties, and guarantee efficient communication among team members. Depending on the team's location, these sessions might be held in person or electronically.
- The team leader will conduct periodic performance evaluations for team members to verify their work fits with project objectives, and provide constructive criticism, identify training needs, and celebrate accomplishments.
- The team leader will continuously monitor and appraise risks throughout the project lifecycle and implement mitigation methods as needed and maintain constant communication with CEFAS to address any new risks or changes in project scope.

TASK 6: Outreach Phase 2

After the intensive 3 months advocacy, we will use this period that leads until March 2031 to continue to engage with the local communities but in a smaller and self-dependent scale. LaBEC will continue to manage and encourage clean ups, we will continue to monitor outcomes and enforce training on the use of the materials. During this period, we will also be developing and testing end of life solutions in collaboration with CEFAS and key partners. This will enhance alternative livelihoods in the communities.

TASK 7: Reporting;

We will produce an inception Report, and interim Report to provide information on outcome of the intensive advocacy campaign and a final report. We will also engage with local authorities to provide a final report about the initiative and key policy outcomes that will need to be considered.

See detailed implementation timescales of all activities.

In-Country Communication Plan:

Regular virtual meetings and conference calls with the Cefas project team to ensure alignment on project objectives and progress.

Face-to-face meetings with key in-country stakeholders to build relationships and ensure collaboration.

Utilization of existing in-country stakeholder relationships, such as collaborations with local NGOs and academic institutions.

Project Management Methodology:

The proposed project management methodology that will be followed for the outreach and education program is the PRINCE2 (Projects IN Controlled Environments) methodology. PRINCE2 is a widely recognized and proven project management framework that provides a structured approach to managing projects, ensuring effective planning, control, and communication throughout the project lifecycle. The methodology consists of the following key components:

Project Initiation:

Define the project objectives, scope, and deliverables.

Establish the project organization, including roles and responsibilities.

Conduct a feasibility study and risk assessment to identify potential challenges.

Project Planning:

Develop a detailed project plan, including timelines, resource requirements, and milestones.

Create a work breakdown structure (WBS) to break down the project into manageable tasks.

Identify and analyze project risks, and develop mitigation strategies.

Project Execution:

Implement the project plan and carry out the core activities outlined in the project plan.

Manage resources, including the project team and any subcontractors or partners.

Monitor progress, track performance against milestones, and address any deviations.

Project Control:

Regularly review and update the project plan as needed.

Implement a change control process to manage any changes to the project scope or objectives.

Monitor and control project risks and issues, taking appropriate actions to mitigate them.

Project Monitoring and Reporting:

Project Closure:

Review project outcomes against the initial objectives and success criteria.

Conduct a lessons learned exercise to identify areas of improvement for future projects.

Finalize all project documentation and hand over deliverables as required.

The PRINCE2 methodology emphasizes the importance of clear communication, well-defined roles and responsibilities, and a focus on delivering measurable benefits. It provides a framework for managing projects of varying sizes and complexity, making it well-suited for the outreach and education program in Ghana.

By adopting the PRINCE2 methodology, the project team can effectively plan, monitor, and report on the implementation of the outreach and education program, ensuring that resources are utilized efficiently, risks are managed proactively, and project outcomes align with the objectives set forth by Cefas and other stakeholders.

Demonstrable Track Record:

1. RELEVANT EXPERIENCES

SELECTED EXPERIENCES FOCUSED ON ASSESSMENT OF CIRCULAR ECONOMY VALUE CHAINS

Net Zero Transition Strategy for 56 SMEs – 2023 for SNV, Ghana (ongoing)

Within the framework of boosting Green Employment and Enterprise Opportunities in Ghana in the Western and Ashanti Region, Chaint Afrique Academy was engaged to support 56 SMEs with carbon assessments and provide capacity building for the development and implementation of a Net-Zero roadmap. The engagement involved assessing circular economy opportunities for the SMEs and unlocking opportunities that will provide a business case for a Net Zero transition. The objective for the client was to inform the client's projects strategic objectives of ensuring transition of local economies to green and climate resilient development for rural SMEs.

Chaint Afrique undertook the following:

- Baseline research: profiling all SMEs, obtaining, and defining Net Zero base line and providing reports to SMES.
- Organizational review: Review of organizational structure to identify ESG gaps that could impede Net Zero transition.
- Fieldwork in Ashanti and Western Region: interviews with actors and stakeholders in Ashanti and Western Region as well as engagement with relevant local stakeholders.
- Recommendations to the client: Making recommendations to client on how Technical Assistance could help in integrating the Circular Economy for subsequent projects.

Strategy Review 2030 – Association of Ghana Industries (AGI) 2023 (ongoing)

AGI commission Chaint Afrique to undertake a strategy review of the operational strategy for a plastic industry alliance of 14 plastic producers in Ghana. Objective was to review operational strategy from 2017-2022 and then propose new operational strategy for 2023-2030 in alignment with the circular plastics agenda for Ghana.

Chaint Afrique undertook the following activities:

- Literature Review of plastics sector: Detailed assessment of the plastic value chain in Ghana across activities, regulation and key actors including existing plastic activities in Ghana.
- Organizational and Institutional Review: Review of organizational capacity to achieve planned objectives by 2030.
- Executive Interviews: Interviews with key plastic manufacturing executives and beneficiaries to funding provided by alliance.

Circular Economy Action Plan – EU in Ghana (2022)

The EU engaged Trinomics to develop a Circular Economy Action Plan for Ghana on the request of the Ministry of Environment Science, technology & Innovation. We assessed the institutional and policy framework of the circular economy in Ghana and initiatives across key sectors. The priority sectors chosen for Ghana's Circular Economy Roadmap and Action Plan are: (1) waste, (2) water and (3) plastics as cross-cutting sectors, playing an important role in each of the vertical sectors, that are (4) agriculture and food, (5) built environment and (6) textiles. Actions were costed and prioritized from short to long term.

Chaint Afrique undertook the review of the plastics sector and investigated various upstream models within the priority sectors. Chaint Afrique also led consultation and engagement for the plastic sector.

Plastic Advisory: DIAGEO Africa (2020)

Contracted by Diageo in 2020 to provide Plastic Advisory Services across 5 countries including Ghana, Nigeria, Uganda, Ethiopia and South Africa. For Ghana reviewed plastic collection strategies and recommended a strategy that will increase plastic collection to meet their commitment for NetZero plastic targets by 2030. Provided Technical Support for Diageo marketing teams across 5 countries, advising on Diageo position for EPR initiatives being developed by Uganda, Ghana, South Africa and Ethiopia. Developed a plastic collection strategy which is being currently implemented across Greater Accra and Shanti Region.

Sustainable Banking in Ghana (2017)

Led a group of international consultants at PwC for the rollout of the Sustainable Banking Principles in Ghana. Led all engagements with the Bank of Ghana and the Sustainable Banking Steering Committee. Engaged with 34 Banks in Ghana, developed 7 Principles and guidelines for 5 key sectors in Ghana. Also led the development of an Internal Sustainability Strategy for the Bank of Ghana which included engagement with all Head of Departments, scoping of ESG exposures, determination of materiality, options development, action planning and culminated in a road map for implementation.

2. CVS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] the Specification and Resource Estimation:

The lead contractor will work closely with the Cefas project team to gather feedback and evolve the project specification based on real-time insights from the field.

Assumptions made in resource estimation will be clearly documented and reviewed periodically to ensure they align with actual project requirements.

Managing Reliance on Subcontractors/Partnerships:

The lead contractor will identify and manage areas requiring expertise from subcontractors or partners, ensuring clear communication, coordination, and quality assurance.

Support Required from Cefas:

The lead contractor will outline specific areas where support and input are required from Cefas, such as access to relevant data or expertise in specific technical areas.

Risk Identification, Management, and Mitigation:

Risks to project deliveries will be identified at the outset and regularly reviewed throughout the project.

Mitigation strategies will be developed to address potential risks, and contingency plans will be in place to handle unforeseen challenges. The project team will also monitor the risks on a regular basis to ensure that they are being managed effectively.

1.5 Please provide detailed proposals for how you would plan, monitor, report, and deliver projects which may arise from the Contract. This would include how you would manage the relationship with Cefas and your team structure.


1. Project Planning:

We will conduct an initial scoping meeting with Cefas to clearly define project objectives, deliverables, and timelines. We will develop a comprehensive project plan that outlines specific tasks, responsibilities, and milestones. We will allocate resources, including human resources and equipment, to ensure all required roles are adequately covered and Identify potential risks and develop risk mitigation strategies.

2. Project Monitoring:

We will Implement a robust monitoring system to track progress against the project plan and milestones.

We will hold regular team meetings to discuss project status, address challenges, and update stakeholders. We will Use performance indicators to evaluate progress and identify areas for improvement and maintain open communication with Cefas to keep them informed of project developments. We will use our proprietary platform LUX for project monitoring and CEFAS Team will be invited as members and will have access and full transparency of project implementation.



3. Project Reporting:

We will provide regular progress reports to Cefas, outlining achievements, challenges, and plans. Reports will include data collection updates, data analysis findings, and community engagement outcomes. Reports will be submitted according to a predetermined schedule or as requested by Cefas. We will hold progress meetings once every two weeks with CEFAS.

4. Project Delivery:

We will ensure the project stays on schedule and within the allocated budget. We will also facilitate coordination among team members and stakeholders to ensure smooth project delivery. Emphasize quality control and validation to ensure accuracy and reliability of data collected. We will have an experience Quality Control team member to oversee delivery.

5. Relationship Management with Cefas:

We will establish a dedicated project management team to act as the primary point of contact for Cefas.

We will conduct regular meetings with Cefas to discuss progress, address concerns, and align project objectives. We will foster transparent and proactive communication to build a strong working relationship.

Below are the Key staff (including sub-contractors), their grades, and role within this framework

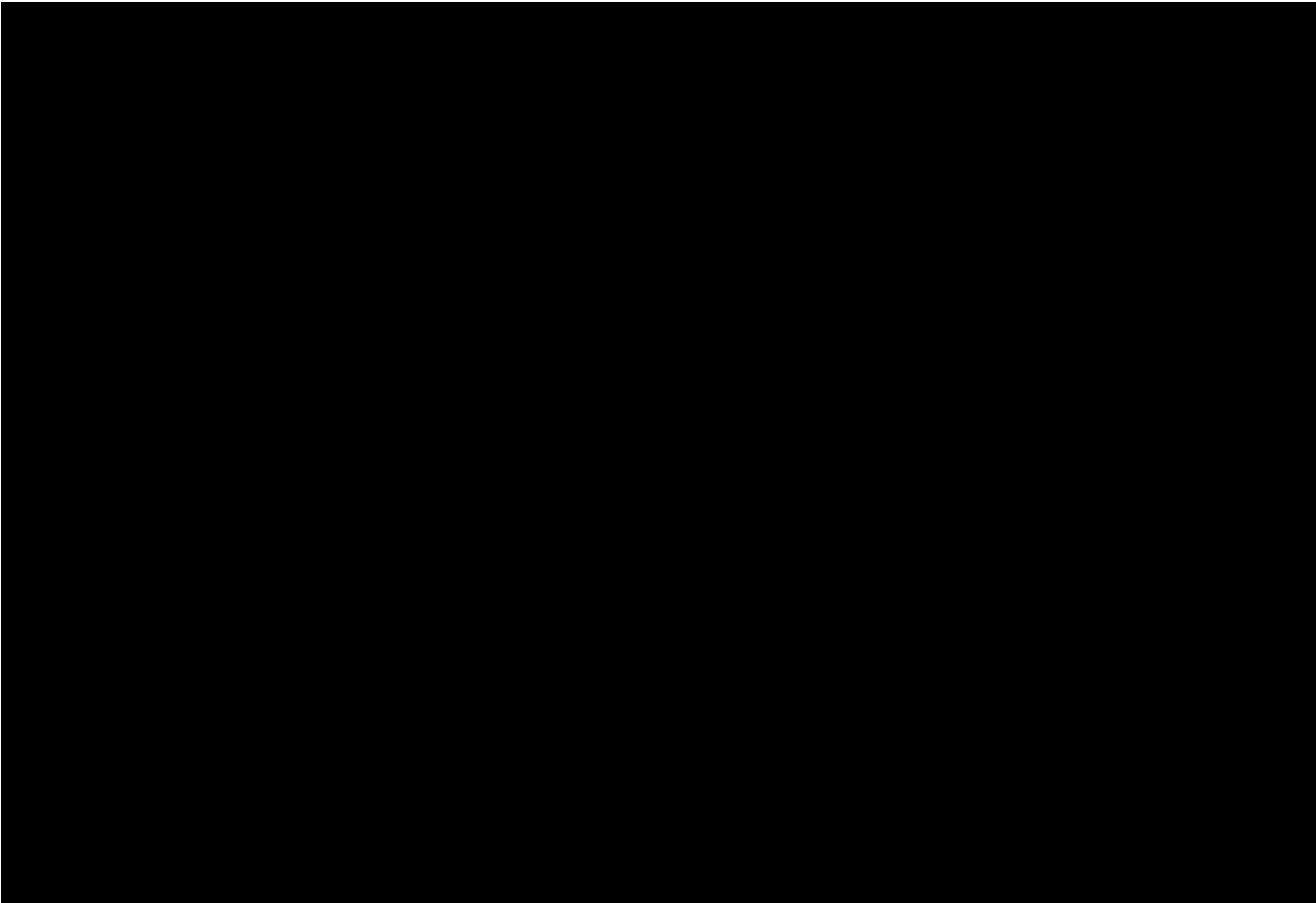
Internal Teams

A horizontal bar chart titled "U.S. should take action to address climate change" showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The x-axis represents the percentage from 0 to 100. The y-axis lists age groups. The bars are black. The data is as follows:

Age Group	Percentage
18-29	85%
30-49	78%
50-69	75%
70+	92%
18-29	65%
30-49	35%
50-69	68%
70+	82%
18-29	95%
30-49	72%
50-69	58%

■ Local Reps from LaBEC

Below is an organogram showing clear reporting lines and an appropriate escalation procedure.



Escalation Procedure:

In the event of any issues or concerns, the project team will follow the following escalation procedure:

First Level Escalation: The team member reports the issue to their immediate supervisor for resolution.

Second Level Escalation: If the issue remains unresolved, it will be escalated to the Project Manager, who will assess the situation and take appropriate actions.

Third Level Escalation: The Project Manager will escalate the matter to the project director who will then escalate the matter if unresolved to the designated point of contact at Cefas for further resolution.

By adopting this team structure and reporting lines, we ensure clear communication and efficient handling of any challenges that may arise during the project. Our highly skilled team is well-equipped to undertake this contract and deliver high-quality results within the specified timeline while maintaining a strong and positive relationship with Cefas as the project owner

1.6 Please provide details on how your organisation supports environmental initiatives i.e., recycling schemes, reducing the use of single use plastics. Additionally, please describe your organisations approach to Environmental Management, for example, details of any accreditations or standards your organisations hold, such as ISO140001 or equivalent, or alternatively please provide details of how you are working towards similar principles and practices.

At Chaint Afrique we re-imagine sustainability, leveraging technology to accelerate sustainable business and promoting the integration of circular thinking into our way of life and business community.

Since 2018, Chaint Afrique has been a key player in the circular economy in Ghana, pioneering critical innovations and leading critical conversations on the evolution of the circular economy in Ghana.

Our Vision is To be a key enabler in Africa's transition towards the circular economy by leveraging innovation and technology to unlock access to sustainable choices.

And our mission is Encouraging and enabling households, communities and businesses across Africa to transition toward more sustainable consumer choices by providing tech-enabled green solutions.

One of our flagship projects is called NetCycle: Every year, tonnes of abandoned fishing nets pile up on beaches of Ghana, create a navigational hazard for boats, and damage the fragile ecosystem in the ocean floor. Chaint Afrique is on a mission to reduce these harmful effects by systematically collecting and recycling fishing nets in Ghana. NetCYCLE educates and rewards fishing communities through the creation of Interactive TouchPoints (iTPs) which collect marine bound plastics while creating alternative livelihood for fishing communities. We build buy-back centers (iTPs) to reduce used monofilament nylon fishnets, creating alternative livelihoods for women in the fishing value chain and linking rural coastal and Volta River communities to the global nylon-6 recycling market.

In collaboration with Trinomics, we led the development of the Plastics Sector section for the Ghana Circular Economy Action Plan and Road Map

We advised Diageo across 5 territories in Africa including Nigeria, Ghana, South Africa, Ethiopia and Uganda on the intricacies of EPR and developed a plastic collection strategy for Ghana

We worked with a Venture Capitalist to develop a circular plastics initiative to increase drinking water distribution while reducing the generation of single use plastics in Freetown

We developed the first ecommerce platform that markets only sustainable and circular aligned products in West Africa.

We developed a data tool for our flagship project NetCYCLE to track volumes of fishnets collected and alternative livelihoods disbursed through our buy-back incentive programmes across 50 fishing communities in Ghana.

We developed an easy-to-use digital card service which facilitates networking while reducing the use of paper business cards for our clients

We invented and developed a digital service that helps restaurant businesses reduce packaging cost while linking them to eco-centric users seeking ways to reduce their waste footprint from catering in collaboration with Decolbags Ghana.

We deploy our water dispensers at events to reduce the generation of single use plastic bottles while educating consumers about responsible consumption of water.

In collaboration with Carbon AV and the EU, we launched a Bring Your Own Bag initiative which distributed 100,000 re-usable bags across Accra to reduce the use of single use carrier bags.

Our ecoRewards platform educates communities while rewarding them for good actions that safeguard the environment. ecoPoints amassed can be used for responsible shopping at our ecoStore.

Annex 5 – Sustainability

1 Sustainability

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

2 Human Rights

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

3 Equality, Diversity, and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

- 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities.
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010.
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not.
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it.
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

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

4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and

4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.

5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:

5.2.1 new businesses and entrepreneurs;

5.2.2 small and medium enterprises (SMEs);

5.2.3 voluntary, community and social enterprise (VCSE) organisations;

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence, or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">• Government Department.• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal).• Non-Ministerial Department; or• Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR;"
"Crown Body"	means any department, office, or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR.
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed; accordingly,
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods, and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description, and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5.
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

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

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

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

2.5 the singular includes the plural and vice versa.

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

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority, or body to which its functions were transferred.

2.8 the word 'including,' "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation."

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

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

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

3. How the Contract works

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

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

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

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

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

cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this, it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs, and expenses incurred by the Supplier or any third-party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third-party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees, or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

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

5.2 All Charges:

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

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

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

5.4 A Supplier invoice is only valid if it:

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

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

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

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

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

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

6. The Authority's obligations to the Supplier

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

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

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

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

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

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause.

(b) demonstrates that the failure only happened because of the Authority Cause.

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

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

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

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

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

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

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

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

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

then the Authority may:

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

8. Supplier staff

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

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

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

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

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

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

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

(a) requested to do so by the Authority.

(b) the person concerned resigns, retires, or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform the Contract.

(b) the Contract is executed by its authorised representative.

(c) it is a legally valid and existing organisation incorporated in the place it was formed.

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract.

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

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

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

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

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

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

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

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

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

10. Intellectual Property Rights (IPRs)

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

(a) receive and use the Deliverables.

(b) use the New IPR.

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

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

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

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third-party intellectual property rights.

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

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

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

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

(i) there is a Supplier Insolvency Event.

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract.

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract.

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing.

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded.

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.

(vii) where a right to terminate described in clause 27 occurs.

(viii) the Supplier is in breach of any of its health, safety, and well-being obligations under clause 28.1(a); and

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

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

11.5 What happens if the Contract ends.

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

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term.

(b) the Authority's payment obligations under the terminated Contract stop immediately.

(c) accumulated rights of the Parties are not affected.

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law.

(e) the Supplier must promptly return any of the Authority's property provided under the Contract.

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement.

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

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

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

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier.

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 10 (ten) times the value of the Charges unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses.

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

12.3 In spite of clause 12.1, neither Party limits nor excludes any of the following:

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

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

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

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

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

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

13. Obeying the law

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

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

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

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

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

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

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

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

14. Insurance

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

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

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

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

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written

instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

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

- (a) a systematic description of the expected processing and its purpose.
- (b) the necessity and proportionality of the processing operations.
- (c) the risks to the rights and freedoms of Data Subjects.
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

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

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

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

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

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

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

- (a) it has obtained prior written consent of the Authority.
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR).
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred.

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request).

(b) receives a request to rectify, block or erase any Personal Data.

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation.

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract.

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law.

(f) becomes aware of a Data Loss Event.

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

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

(a) full details and copies of the complaint, communication, or request.

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation.

(c) any Personal Data it holds in relation to a Data Subject on request.

(d) assistance that it requests following any Data Loss Event.

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

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

(a) is not occasional.

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR.

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

(a) notify the Authority in writing of the intended Subprocessor and processing.

(b) obtain the written consent of the Authority.

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor.

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

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

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42.

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

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

16. What you must keep confidential

16.1 Each Party must:

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

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

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure.
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party.
- (c) if the information was given to it by a third party without obligation of confidentiality.
- (d) if the information was in the public domain at the time of the disclosure.
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information.
- (f) to its auditors or for the purposes of regulatory requirements.

(g) on a confidential basis, to its professional advisers on a need-to-know basis.

(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

(a) on a confidential basis to the employees, agents, consultants, and contractors of the Authority.

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to.

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions.

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

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

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

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

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

17. When you can share information

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

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

(a) comply with any Freedom of Information Act (FOIA) request.

(b) comply with any Environmental Information Regulations (EIR) request.

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

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

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

(a) provides written notice to the other Party.

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21.3 Where a Party terminates under clause 21.2:

(a) each party must cover its own losses.

(b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

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

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

27. Preventing fraud, bribery, and corruption

27.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2).

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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

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

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full of the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety, and wellbeing

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

(a) all applicable Law regarding health and safety.

(b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.

(c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

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

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

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

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

29. Business Continuity

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

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

30. Whistleblowing

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

30.2. The Supplier agrees:

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

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email CMBOffice@cefas.co.uk."

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

31. Tax

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

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

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

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

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

32. Publicity

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

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

33. Conflict of interest

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

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

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

34. Reporting a breach of the contract

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

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

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

35. Resolving disputes

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

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

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

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

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

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

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

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

36. Which law applies

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

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

1.2 Please describe your organisation's experience of delivering contracts of a similar nature.

SME Survey for SNV

Have trained over 200 different SMEs across various incubation cohorts in Ghana on clean technology, energy efficiency and simple ways of integrating the circular economy and ESG in their businesses. Currently assisting 56 SME towards a Net Zero transition strategy.

Survey of Fishing communities

We undertook a survey of fishing communities across 30 fishing landing sites along Kpando, Ekyi-Amenform, Lake Volta, and Busua to Apam in Ghana to understand the anthropology of fishing to inform our ghost gear initiative in 2022. We know these sites already and it will be easy to engage with the communities we already engaged with in our fishnets collection endeavors that is buying back the used nylon monofilament fishnets, which is providing an alternative source of livelihood and employment to over 500 people.

Project Netcycle: <https://netcycle.africa>

Through our project NetCYCLE we are constantly engaging with fishing communities across the Coast of Ghana and the Lake Volta. We engage with fishing communities through the creation of Interactive TouchPoints (ITPs) which serve as centres for interactive engagement with fishing communities. We currently have 3 ITPs in Apam in the Central Region, Kotoso in the Eastern Region and Busua in the Western Region. Our project provides rewards for ocean bound plastics by educating fisherfolks about the impacts of marine litter and used fishing gear. We collect used nylon 6 monofilament nylon nets which we export to Europe with future plans of closing the loop on used nets by converting the used nets into new nets locally. We have so far collected over 50,000 kgs of plastic across Lake Volta and the Coast of Ghana. We also have over 25 Satellite operators who engage with communities and collect the used fishnets for us.

Last year, we engaged with over 30 fishing communities, empowering these communities to clean their beach fronts themselves while sorting plastics and nets for collection. We provided tools including spades, rakes and brooms and trained a local rep to act as our agent for collection. We have so engaged with over 100 fishing communities (over 10,000 people) across Mpaha on the Black Volta where we have an agent, to Akwidaa in the Western Region where we also have an Agent.

Survey of Households in Madina

We undertook a survey of 500 households in Madina to understand their perception and challenges to sustainable waste management as part of the introduction of our ecoRewards Circular Platform. The survey sought to understand perceptions of waste management and challenges to segregation. We realized that 80% of households were open to using an App to help them manage their household waste sustainably.

National Task Force for Education and Awareness Creation and Community Engagement (EACCE).

We are leading members of the National taskforce for Education, Awareness Creation and Community Engagement under the Ghana Plastic Action Partnership, GPAP, tasked with developing a National Citizen Engagement strategy to educate the country about plastic pollution. We understand the country's

imperative and will ensure the data collection and awareness feeds into the national agenda for sustainability.