



ACCELERATING NET ZERO LONG-TERM CLIMATE STRATEGIES (LTS) TO 2050 IN ASEAN: Technical Assistance for the Philippines

REQUEST FOR PROPOSAL

1. The Foreign, Commonwealth and Development Office (FCDO) and the British High Commission Singapore (BHC Singapore) are looking to appoint a firm to provide technical support to the Philippines to support the country in preparing its national vision for its Long Term Strategy (LTS) and path to reaching net zero emissions, in line with the invitation under Article 4.19 of the Paris Agreement to submit an LTS to the UNFCCC. Further details on the requirement are set out in Section 2 – Statement of Requirements /Terms of Reference.
2. The contract will commence on 4 October 2021 and end on 31 March 2022.
3. A Purchase Order number for this requirement will be provided.
4. Your quote should remain valid for 90 days from the required date of receipt and all costs should be stated in GBP. Your quotation should be inclusive all applicable costs.
5. The deadline for bids is 27 September 2021. Late submissions will not be accepted.
6. Bids should be set to Lauren.Babuik@fcdo.gov.uk using the reference RFP Response BHCSingapore/LTS/003.
7. Bids should take the form of two (2) documents. The first document should contain your response to the Technical Questions 1-6 in Section 3. The second document should be the completed Excel sheet with the pricing information. Any pricing information contained in the technical answers may result in your bid being removed from the process.
8. Should your quotation be accepted, this request, the attached Specification, and your response will form a legally binding contract between you and the Authority under the terms and conditions set out in the associated Contract as set out in Section 4 – Terms and Conditions for the Provision of Services.
9. This Request for Proposal does not imply any commitment on the part of the Authority.

SECTION 2 – STATEMENT OF REQUIREMENTS / TERMS OF REFERENCE

ACCELERATING NET ZERO LONG-TERM CLIMATE STRATEGIES (LTS) TO 2050 IN ASEAN: Technical Assistance for the Philippines

Terms of Reference for Consultancy Services

Background

The UK's Presidency of COP26 falls during the first significant test of the Paris Agreement – where countries are expected to reassess their NDCs against the overall temperature goal of the Paris Agreement. To keep 1.5°C alive, we must put the world on track to halve emissions by 2030 and reach net zero carbon emissions by the middle of the century. This project contributes to the global goal of securing global net-zero by 2050 and keeping global temperature rise limited to 1.5°C within reach, through every country's submission of national 2030 emissions reductions targets (Nationally Determined Contributions, or NDCs) and long-term climate strategies (LTS) with net zero commitments, through supporting the Philippines in determining their contribution to this global goal given their national circumstances.

The Philippines has been the face of climate risk and vulnerability, even made more pronounced by the tragedy and devastation wrought by super typhoon Yolanda (Haiyan) in 2013. It ranked fourth among countries most affected by the impacts of extreme weather events in the 2021 global climate risk index. Being an archipelago with most of communities located in coastal areas, the Philippines is prone to rising sea levels, which is nearly double the global average rate during 1993-2015, and therefore, is at higher risk of coastal flooding, sea salt contamination of ground water, beach erosion, and storm surges, among other impacts of climate change.

Based on a study of the Asian Development Bank on the economics of climate change, the country stands to lose 6% of its GDP annually by 2100. This compels the government to formulate long-term development strategies and policies, while carrying out immediate risk-informed and evidence-based interventions.

On 15 April 2021, the Philippines officially submitted its first NDC to the UNFCCC. The country commits to a projected greenhouse gas (GHG) emission reduction and avoidance of 75% from 2010 values, for the period of 2020 to 2030. This commitment will come from the agriculture, waste, industry, transport, and energy/power sectors. Of which 2.33% will be unconditional and 72.67% conditional.

While the NDC is already a key step to take forward mitigation and adaptation actions, it is also vital for the Philippines to strive to formulate and communicate long-term low GHG emission development strategies' (i.e. LTS) so that the degree of ambition demonstrated in the NDC can be sustained in the long-term along with the identification of additional nationally appropriate mitigation actions that can assist in mobilising green investments toward achievement of the country's development goals.

The technical assistance will support the procurement of a consultancy firm/consortium that will help the Philippine Government formulate the long term vision statement that can be announced at the 26th Conference of Parties, and be the basis for the long term strategy.

Service Requirements

The Authority is looking to procure Consultancy Services to assist the Government of the Philippines (particularly Department of Finance – DOF and Climate Change Commission – CCC), in coordination with the Department of Energy - DOE) to prepare the long term strategy (LTS) for the Philippines.

The Authority plans to accept tenders from firms or consortia, to conduct a technical assistance with an end output to develop the Long-term Vision and Strategy for the Philippines as well as models with the necessary assumptions and

data requirements including the database. The final deliverable should guide the Philippines in meeting its commitment under its NDC and towards net zero emissions by 2050. The strategy should take a systematic top-down and bottom-up approach to identify an economy-wide plan to develop a low emission pathway whilst examining the key sectors regarding climate change: in particular energy, forestry and land use change. It will also serve as a guide to facilitate mobilisation and access to green investments nationally and internationally.

The Project is expected to commence in October 2021 following the signing of the contract, with all deliverables completed by 2nd week of March 2022. At this point any existing project leads and active projects must be handed over to The Authority.

Details of Requirement

A. Outputs

- Work Plan that elaborates how activities will be carried out from the formulation of the Long Term Vision to the Long Term Strategy. This should include a clear coordination strategy with the 2050 Calculator team;
- Inception report that provides a detailed analysis and review of the Philippines NDC strategies, current national and sectoral policies and strategies and programmes with focus on identifying long term goals and targets within them;
- Conduct of series of consultation within and outside Government to identify key strategies to shape and inform the collective long term vision/strategy, generate essential inputs and cross-sectoral considerations, and solicit buyin from key actors;
- Long term Vision and Strategy to be developed in consultation with the LTS technical working group, which will be convened by DOF/CCC; Final Long term Strategy to be developed if time allows
- List of assumptions and data requirements across sectors – i.e. agriculture, waste, industry, transport, forestry and energy/power to develop the optimal 2050 scenario with cost estimates to facilitate the achievement of the net-zero pathway for the Philippines. *Note: The TA will build on the 2050 Calculator being developed by DOE in coordination with its delivery partner, but is expected to explore complementary models and quantitative tools to ensure balance in the integration of mitigation and adaptation considerations and provide sound financing estimates;*
- Capacity building of technical staff in concerned government agencies – including but not limited to DOF, CCC, DOE, NEDA, DoTr, DENR, DA, PSA and DTI; Note: Capacity building activities shall complement the trainings provided under the 2050 Calculator; (as needed if time and budget permit) and,
- Development of procedural manual to provide a step-by-step guide to update the LTS calculations vis 2050 Calculator and other tools that will be use in this TA (as needed, to be coordinated closely with the 2050 Calculator delivery partner).

B. Expected Outputs and Delivery Timeline

Project kick-off meeting	1 st week of October 2021
Mapping of stakeholders, preparation of a stakeholder engagement strategy and preparation of the Inception Report including the work plan/schedule to cover the 6-month duration of the TA - Review of the NDC submission and identified strategies, policies and measures across sectors; - Review of national and sectoral policies and strategies with focus on identifying long term goals and targets within them (e.g. National Climate Change Action Plan, Philippine Energy Plan and Ambition 2040); and - Review of relevant international LTS literature and best practices; resulting in an outline for an LTV and S for the Philippines.	
Submission of the Inception Report with the stakeholder map and work plan	3rd week of October 2021

Preparation of the Long Term Vision (LTV) 1st draft of the Long Term Vision 2nd draft of the Long Term Vision 3rd draft (Final) of the Long Term Vision The above deliverables will be undertaken through: - Conduct of focus group discussions/key informant interviews (other ministries, private sector and CSO, sectoral experts, etc - Assessment of the 2050 Calculator assumptions and scenarios - Convene the Technical Working Group for LTV/S in coordination with CCC - Conduct of multi-stakeholder consultation to present the proposed LTV Presentation to the Climate Change Commissioners, Climate Change Advisory Board, Cabinet Cluster on Climate Change Adaptation and Mitigation and Disaster Risk Reduction	by 1st week of November 2021 by 30 November 2021 by 15 December 2021
Calibration of the 2050 Calculator and development of complementary qualitative and quantitative analysis to ensure it reflects the LTS pathway assumptions/scenarios (Note: This output should be developed in close coordination with DOE and the 2050 Calculator delivery partner to ensure complementation of work) - Focus is to add/revise/enhance relevant assumptions and scenarios reflecting Philippines conditions and development goals	November to February 2022
Conduct of capacity building/training on the 2050 Calculator to concerned government agencies (this should not duplicate but instead complement the training for the core team of the 2050 calculator team)	January to February 2022
Preparation of the Long Term Strategy (LTS) (appointed firm to develop the LTS to the extent possible given the fixed project deadline of March 2022) 1st draft of the LTS 2nd draft of the LTS (if time and budget permit) 3rd draft (Final) of the LTS (if time and budget permit) The above deliverables will be undertaken through: - Review of the 2050 Calculator assumptions and scenarios - Convene the Technical Working Group for LTV/S in coordination with CCC - Conduct of multi-stakeholder consultation to present the proposed LTS - Presentation to the Climate Change Commissioners, Climate Change Advisory Board, Cabinet Cluster on Climate Change Adaptation and Mitigation and Disaster Risk Reduction	1st week of February 2022 By 28 February 2022 2nd week of March 2022

All of the above will be carried out under the supervision and guidance of British Embassy Manila in partnership with the British High Commission Singapore and in close coordination with concerned government agencies and partners – i.e., 2050 Calculator delivery partner.

Since the LTS will be based on the 2050 Calculator, the delivery partner of this TA is expected to closely coordinate with the 2050 Calculator delivery partner and DoE. (Note: Role of 2050 Calculator delivery partner will be discussed with the winning bidder prior to the commencement of the project).

C. Capabilities

The selected firm/consortium will have the following expertise to implement the agreed work plan and the task assigned:

- At least 10 years' experience in climate change-related work; with specific expertise in climate mitigation; ideally in the Philippines or in the ASEAN context;
- Knowledgeable of the Philippines climate change policies and economy is essential, experience in ASEAN is strongly desired;
- Proven experience in facilitating participatory planning processes, including a formulation of policies, strategies and action plans, involving government and a wide range of stakeholders; ideally in the context of the Philippines/ASEAN;
- Proven experience in support for development of NDC, LTS, National Communication including BUR and BTRs, NAMAs preparation of policy and strategy;
- Experience in working with the UNFCCC mechanisms and guidelines, a good understanding of a wide range of issues relevant for the LTS development; experience in working on the NDC processes;
- High degree of knowledge and experience on modelling technique for economy wide GHG emission projections, including key strategies and cost implications;
- Strong communication and writing skills in English, and ability to contribute to the preparation of high-quality presentations, reports and other relevant documents and research products;
- Ability to provide timely, high-quality research and analytical products, tailored to the stakeholder landscape and audiences across the Philippines.
- Experience or knowledge of the Philippines' energy sector, is strongly desired.

D. Budget

£60,000 (including VAT)

E. Timeframe

Contract will start as soon as possible, and latest by 1st September 2021 until 31st March 2022 (with all deliverables submitted by 2nd week of March). Given the short timescale available to deliver the Long Term Vision aimed before COP26 (1-12th November) the contractor is expected to start working immediately and at pace.

F. Travel

It is envisaged the consultants will be based in the Philippines, or work with local experts based in the Philippines, and international travel will not be required.

G. Performance

The consultants must be able to provide quality deliverables for the requirement areas set out within the timeline. Proposals must:

- Demonstrate that the firm/consortium has a robust internal quality control process
- Spell out review phases demonstrating that enough time will be factored into the project period to allow for 1) internal reviews by the firm/consortium, ensuring ample quality control/assurances before drafts are shared with the Philippine Government, British Embassy Manila and BHC Singapore – can be embedded in the project plan criteria.

The consultants should maintain open, flexible and collaborative relationship with frequent communication with HMG teams, Philippine Government, 2050 Pathways Platform and Mott MacDonald throughout.

H. Conflict of Interest

Suppliers which are selected to complete this piece of work will not be barred from undertaking downstream work relating to any future HMG programme delivery in this area. Suppliers will be required to make all analysis and inputting work publicly available, including available to other suppliers, as required. Outputs will be subject to a peer-review to ensure that they are robust and balanced.

I. Transparency

HMG has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. HMG requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to HMG – further IATI information is available from;

<http://www.aidtransparency.net/>

J. Duty of Care

The Supplier is responsible for all acts and omissions of the Supplier's Personnel and for the health, safety and security of such persons and their property. The provision of information by HMG shall not in any respect relieve the Supplier from responsibility for its obligations under this Contract. Positive evaluation of proposals and award of this Contract (or any future Contract Amendments) is not an endorsement by HMG of the Supplier's security arrangements.

SECTION 3 – ASSESSMENT SCORE AND EVALUATION CRITERIA

1. The tender process will be conducted to ensure that the tenders are evaluated fairly to ascertain the most economically advantageous tender from the point of view of the purchasing Authority.
2. Account will be taken of any factor emerging from the tendering process which impacts a Bidder's suitability and relates to information previously provided by the Bidder as part of the pre-qualification process, in particular any additional information which comes to light in respect of its financial standing.
3. Your response to our requirement will be evaluated under the following headings based on an **60:40** split between the quality/technical aspects to your tender and the pricing thereof
4. No importance should be attached to the order in which these criteria are listed. Any tender that is not compliant with the Conditions of Contract may be rejected.
5. Bidders are requested to ensure their answers are concise and relevant to this specific contract, and refrain from uploading extensive generic corporate documentation or marketing literature. Excessive generic material may result in the bid being deemed unacceptable and excluded from the process.
6. The Authority will evaluate each response in line with the published scoring methodology and reserves the right to exclude any bid that scores either;
 - a) a "Fail" against question 6
 - b) an "Unacceptable-Non compliant" for any question or
 - c) scores two (2) or more "Serious Reservations"
7. The Authority wishes to advise all bidders that there is a limited budget for this work. All proposals will be assessed from both technical and commercial perspectives to ensure that best value for Tax Payer's money is being achieved. Should the highest scoring bid be unaffordable (i.e. over the maximum budget set), the Authority reserves the right to seek clarification on the rates and hours submitted and if necessary reduce the scope of work involved in order to maximise the budget available. If the solution cannot be tailored to meet budget, the Authority may elect to move to the next highest scoring bid that is affordable.

EVALUATION CRITERIA

Qualification	
Evaluation Criteria	Criteria Weighting
- Acceptance of FCO terms and conditions as detailed in Section 4; - The FCO reserves the right to seek and act upon independent legal, financial or market advice to corroborate information provided or to assist in its evaluation - The Authority will conduct its own Due Diligence prior to contract signing	Mandatory

Evaluation Criteria – Quality/Technical (Questions 1 - 6) <i>You must provide answers (no more than two pages for each answer) to the relevant section of this envelope</i>	Criteria Weighting	Evaluation Methodology
1. Understanding/Knowledge of Philippines climate policy and economy Please demonstrate a thorough understanding of: Understanding of the Philippines economy and climate change policies;	20	0 – 4 score

• Knowledge of development of NDC, LTS, National Communication including BUR and BTRs, NAMAs preparation of policy and strategy; • Knowledge of UNFCCC mechanisms and guidelines, a good understanding of a wide range of issues relevant for the LTS development; experience in working on the NDC processes; • High degree of knowledge on modelling technique for economy wide GHG emission projections, including key strategies and cost implications; • Strong communication and writing skills in English, and ability to contribute to the preparation of high-quality presentations, reports and other relevant documents and research products; • Ability to provide timely, high-quality research and analytical products, tailored to the stakeholder landscape and audiences across the Philippines.		
2. Experience Please provide relevant track records of successful <u>operation or implementation</u> of similar projects, including the results and impacts made, demonstrating: • At least 10 years' experience in climate change-related work; with specific expertise in climate mitigation; ideally in the Philippines or in the ASEAN context; • Experience in the Philippines climate change policies is essential, experience in ASEAN is strongly desired; • Proven experience in facilitating participatory planning processes, including a formulation of policies, strategies and action plans, involving government and a wide range of stakeholders; ideally in the context of the Philippines; • Please provide CV as part of demonstrating this experience.	20	0 – 4 score
3. Influence & Resources Please provide details about your existing resources, including expertise, connections, partners and supporting networks (with particular emphasis on locally-based partners and networks) that could be made useful or leveraged to deliver stipulated outputs and maximize impacts.	10	0 – 4 score
4. Project Plan & Risk Management Please provide the following: • A project plan referring to the Terms of Reference, detailing milestones, deliverables, and timeline, and including ensuring QA/QC is factored in as set out in the Performance section of the Terms of Reference. Please include a breakdown of resource (i.e. named candidate and number of days). • Identify any key risks and explain how they will be mitigated. • Indicate how the project will be monitored to ensure it is delivered in terms of quality, timeliness and cost. • Ensuring a people-centred approach & Gender Equality Act compliance for quality programme delivery	10	0 – 4 score

Explain how they will ensure clear and effective communication with HMG and concernment Philippine Government lead agency.		
5. Operational Capacity Please provide detailed description of the management structure and governance arrangement you will employ to operate this project; Details on project management and delivery capacity, relevant evidence of your capacity to operate this project; Capability in managing in sub-contractors if applicable; Where sub-contractors will play a significant role in the delivery of the services, a separate annex with details of supply chains is required.	Pass / Fail	Pass / Fail
6. Duty of Care Please refer to the Duty of Care section within the Terms of Reference. Outline how you will fulfil your obligations under this requirement and provide all necessary statements.	Pass / Fail	Pass /Fail
TOTAL – Quality/Technical	60%	Max Score 300

Evaluation Criteria – Pricing & Commercial	Criteria Weighting	Evaluation Methodology
Competitiveness of fee rates and overall project cost in relation to the market to demonstrate value for money. Please complete and submit the attached Annex 1 pricing template.	40%	Inverse Percentage
TOTAL – Pricing & Commercial	40%	Max Score 200
GRAND TOTAL EVALUATION CRITERIA	100%	Max Score 500

Assessment Score

All tenders will be scored as above in accordance with the marking system set out below:

Score Key Assessment	Score	Interpretation
Good	4	Satisfies the requirement with additional benefits. Above average demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.
Minor Reservations	2	Satisfies the requirement with minor reservations. Some minor reservations of the Tenderer's understanding and proposed methodology, with limited evidence to support the response. Tenderer has accepted FCO standard terms and conditions of contract.

Serious Reservations	1	Satisfies the requirement with major reservations. Major reservations of the Tenderer's understanding and proposed methodology, with little or no evidence to support the response.
Unacceptable	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the understanding or suitable methodology, with little or no evidence to support the response. Tenderer has rejected FCO standard terms and conditions of contract.
Price / Commercial	Score awarded on inverse percentage difference from most financially attractive offer to the Authority	

Prices will be benchmarked and scores awarded based on the lowest compliant bid. The most financially attractive offer to the Foreign & Commonwealth Office following detailed analysis will receive the maximum score available with the remaining bids awarded scores based upon an inverse percentage of the difference in price.

[example: Bid A = £75K = 200 pts, Bid B = £80K = 187.5 pts ($\frac{£75K}{£150K} \times 80$)]. The weighting will then be applied to the scores.]

SECTION 4 – TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

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Annexes

- A Supplier Code of Conduct
 - A.1 Compliance with the Code and contractual checking mechanisms
 - A.2 Contractual Annual Compliance Declaration
 - A.3 UN Global Compact – Human Rights
- B Processing, Personal Data and Data Subjects Schedule

1. INTERPRETATION

1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Annexes;
"Authority"	"Authority" means the Secretary of State for Foreign, Commonwealth and Development Affairs and includes the Authority's Representative. In this Contract, the Authority is acting as part of the Crown.
"Authority's Representative"	means the individual authorised to act on behalf of the Authority for the purposes of the Contract;
"Condition"	means a clause in the Contract;
"Confidential Information"	means the terms of this Contract, together with all information in whatever form and on whatever media of either party which relates to the business, affairs, trade secrets, products, services, marketing plans, software, databases, know-how, personnel, customers or suppliers of either party (as the case may be), whether marked as confidential or which otherwise may reasonably be regarded as the confidential information of a party and which is disclosed or acquired at any time whether before or after the Contract Commencement Date as a result or in anticipation of this Contract;
"Contractor"	means the supplier of the Goods or Services;
"Contract"	means the agreement between the Authority and the Contractor consisting of these Conditions together with any amendments and/or additions thereto as specified on the Purchase Order;
"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer"	take the meaning given in the GDPR;
"Credit transfer"	is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to another account.
"Crown Body"	means any department, office or agency of the Crown "FOIA" means the Freedom of Information Act 2000;
"DPA 2018"	means the Data Protection Act
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Legislation"	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] 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 Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Subject Request"	means 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;
"Gateway"	means a review which may be conducted by or for a government department into whether or not a programme, project or any activity is making progress in line with agreed objectives;
"GDPR"	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
"Goods"	means anything which the Contractor supplies to the Authority under the Contract including any materials provided as part of the Service;
"A GPC (Government Procurement Card)"	is a credit card used for purchasing and/or payment;
"Intellectual Property Rights"	means patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing
"LED"	means the Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"Notice"	means information from either Party to the other Party about a particular action that has been taken;
"Party"	means a Party to this Agreement;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
"Purchase Order"	means the form, on the other side of these Conditions or attached separately, which the Authority sends to the Contractor setting out the Authority's specific requirements, the contract terms which apply to the Goods and/or Services and any documents referred to therein;
"Regulatory Body"	means any organisation/authority that is authorised to set directions for or monitor standards set out in law;

“Services”	means all the services (including any works) which the Contractor provides to the Authority under the Contract;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“The Crown”	means any central government department of the United Kingdom, or a Devolved Administration, or any other body which is legally defined as a Crown Body.

2. SUPPLY OF GOODS

- 2.1 The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor's expense if they do not correspond with the Contract and/or any sample provided.
- 2.2 All Goods shall be transported at the Contractor's risk and delivered, carriage paid, in the quantities and at the time and place specified in the Purchase Order. Where no delivery time is stipulated by the Authority the Goods and/or provision of Services shall be made within ten working days of receipt of the order by the Contractor.
- 2.3 The Authority may notify the Contractor of a change in the specified delivery time/date up to 48 hours before delivery.
- 2.4 The Contractor shall provide a delivery note with all deliveries as well as other appropriate documentation and/or copies of proof of deliveries as reasonably requested by the Authority. Such documentation must clearly show the Authority's Purchase Order number and date.
- 2.5 If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.

3. SUPPLY OF SERVICES

- 3.1 The Contractor shall perform the Services in the manner and exercising that degree of skill, care, diligence, which would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing the same or similar services as the Contractor in the same or similar circumstances as are relevant for the purposes of the Contract.
- 3.2 Where no delivery time is specified by the Authority the Services shall be provided within 10 working days of receipt of the order by the Contractor unless otherwise agreed between the parties.
- 3.3 The Contractor shall make good at its own expense any defects in the Service and/or workmanship which exist or may appear up to 6 months after completion of the Service.
- 3.4 Where applicable, the Contractor must provide the Authority with a copy of its insurance certificate under the Construction Industry Tax Deduction Scheme before commencing the Services.

4. SUBJECT MATTER OF THE CONTRACT AND CONTRACT PERIOD

- 4.1 This Contract is for the organisation and delivery of 3 technical capacity building workshops on long-term climate strategies (LTS) in the ASEAN region.
- 4.2 The Contract period begins on 23 August 2021 and ends on 31 March 2022.

5. TITLE AND RISK

- 5.1 The title and risk in any Goods shall pass to the Authority upon acceptance by the Authority, in accordance with [Condition 6 \(Acceptance\)](#).

6. ACCEPTANCE

- 6.1 The Authority shall not be deemed to have accepted the goods until one of its officers has been afforded a reasonable opportunity to examine them.

7. PAYMENT

- 7.1 The Authority may elect to pay for the Services by Contractor invoice via credit transfer or by Government Procurement Card.
- 7.2 The price that the Authority shall pay for the Goods and/or Service is as set out on the Purchase Order and unless otherwise stated incorporates all incidental costs (except for VAT) incurred by the Contractor in providing the Goods and/or Service including but not limited to administration, collection, transport, packaging and disposal. For the avoidance of doubt, unless otherwise stated, all prices are exclusive of VAT.

Payment against invoice

- 7.3 The Contractor shall submit an invoice within 28 days of supplying the Goods or Services to the satisfaction of the Authority. The invoice must show the amount of VAT payable, bear the Authority's relevant purchase order number and be sent to the invoicing address defined in the contract award letter.
- 7.4 The Authority shall pay the Contractor within 30 days of receipt of an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.

8. WARRANTIES AND ACKNOWLEDGEMENTS

Supply of Goods

- 8.1 The Contractor warrants that the Goods which it is providing correspond to the description and/or sample given to the Authority by the Contractor and all other warranties, conditions or terms relating to the fitness for purpose, quality or condition of the Goods implied by statute or common law apply in relation to this Contract and may not be excluded.
- 8.2 The Contractor warrants that title to the Goods is free from all encumbrances and that the Contractor has the right to sell the same.

Supply of Services

- 8.3 The Contractor warrants that the Services which it provides under the Contract correspond to the Authority's requirements and is consistent with the standards that are referred to in [Condition 3.1 \(Supply of Services\)](#) and any other standards which may be implied by statute or common law that apply to this Contract may not be excluded.

9. REMEDIES

Supply of Goods

- 9.1 If the Contractor does not deliver Goods on time the Authority may terminate the Contract and claim losses from the Contractor.
- 9.2 If the Contractor delivers faulty Goods to the Authority, the Authority may within a reasonable time period (at least 3 months from the date of delivery):
- (a) notify the Contractor of the defect in such Goods and
 - (b) may request the Contractor to replace, repair or reinstate the Goods within such time period as is reasonable in the circumstances (no less than 24 hours).
- 9.3 Where the Contractor fails to comply with a request made under [Condition 9.2\(b\) above \(Supply of Goods\)](#), the Authority shall be entitled to a full refund and may cancel any further deliveries due at the Contractor's expense.

Supply of Services

- 9.4 If the Contractor provides defective Services the Authority may require that they put this right within a reasonable specified time. Where the Contractor fails to comply with such a request within the specified time the Authority may carry out the remedial measures itself or through another contractor and recover any costs incurred from the Contractor. Any costs and expenses incurred may be set off against any monies owing to the Contractor.

10. PREVENTION OF CORRUPTION

- 10.1 The Authority may terminate this Contract and recover all its losses if the Contractor, their employees or anyone acting on the Contractor's behalf corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this or any other Authority contract (even if the Contractor does not know this has been done); or commits an offence under the Bribery Act 2010.

11. OFFICIAL SECRETS ACTS

- 11.1 The Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

12. CONFIDENTIALITY

- 12.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Act, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Act. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOI Act redacted) including from time to time agreed changes to the Contract, to the general public.
- 12.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- 12.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
- 12.4 [Condition 12.2 \(Confidentiality\)](#) shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations 2004 pursuant to Condition 19.1 (Disclosure of Information);
 - (b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - (e) it is independently developed without access to the other party's Confidential Information.
- 12.5 The Contractor may only disclose the Authority's Confidential Information to the persons it has employed or engaged who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such persons are aware of and shall comply with these obligations as to confidentiality.
- 12.6 The Contractor shall not, and shall procure that the persons it has employed or engaged do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 12.7 At the written request of the Authority, the Contractor shall procure that those persons it has employed or engaged identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 12.8 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:

- (a) to any Crown Body or Overseas Governments. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
- (b) to any consultant, contractor or other person engaged by the Authority or any person conducting a Gateway or other assurance review;
- (c) for the purpose of the examination and certification of the Authority's accounts; or
- (d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

- 12.9 The Authority shall use all reasonable endeavours to ensure that any Crown Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to [Condition 12.8 \(Confidentiality\)](#) is made aware of the Authority's obligations of confidentiality.
- 12.10 Nothing in this [Condition 12 \(Confidentiality\)](#) shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.11 In the event that the Contractor fails to comply with this [Condition 12 \(Confidentiality\)](#), the Authority reserves the right to terminate the Contract by notice in writing with immediate effect.
- 12.12 The provisions under this [Condition 12 \(Confidentiality\)](#) are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

13. INTELLECTUAL PROPERTY RIGHTS.

- 13.1 Intellectual Property Rights in the Services and any Deliverables that are specifically developed or created for the Authority will be vested in the Authority (save that the Contractor will retain ownership of any Contractor Proprietary Materials which become imbedded in such Deliverables, which will be licensed in accordance with the provisions of [Condition 13.3 \(Intellectual Property Rights\)](#)). The Contractor agrees to (and will procure that its personnel acting as consultants will) assign and hereby assigns (including by way of future assignment in the case of copyrights) to the Authority with full title guarantee all of its worldwide rights, title and interest (whether present, future, vested or contingent) in and to such Intellectual Property Rights, including moral rights, for the full term thereof.
- 13.2 The Contractor will execute all such documents and undertake any and all such acts, including but not limited to obtaining assignments of Intellectual Property Rights from personnel of the Contractor to the Contractor as may from time to time be required in order to vest the rights assigned pursuant to [Condition 13.1 \(Intellectual Property Rights\)](#) above properly in the Authority.
- 13.3 Where the Deliverables contain any Contractor Proprietary Material, then the Authority will be granted a perpetual, non-exclusive, transferable, worldwide, royalty free licence in respect of such Contractor Proprietary Material, to the extent necessary to use such Deliverables (including for the purposes of their adaptation, modification and/or reproduction).
- 13.4 The Contractor warrants, represents and undertakes that its provision of Services and Deliverables under this Contract will not infringe any Intellectual Property Rights of which a third party is the proprietor and that the Contractor is free to grant the licence set out in [Condition 13.1 \(Intellectual Property Rights\)](#). The Contractor agrees to indemnify and hold harmless the Authority against any and all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third party's Intellectual Property Rights by reason of either its or the Contractor's possession or use in any manner of any Deliverables or Services.]

14. FORCE MAJEURE

- 14.1 Neither Party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond that Party's reasonable control. Strike action by a Party's staff is not a Force Majeure event.

15. ENVIRONMENTAL REQUIREMENTS

- 15.1 In providing the Goods or Services the Contractor shall comply with the Department's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.
- 15.2 All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.
- 15.3 Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging.
- 15.4 Packaging must be capable of recovery for reuse or recycling.

16. HEALTH, SAFETY AND SECURITY

- 16.1 The Contractor shall ensure that all of the Contractor's staff who have access to or are employed on the Authority's premises comply with the Authority's health, safety and security procedures and instructions and complete any additional security clearance procedures required by the Authority when working at the Authority's premises.

17. ASSIGNMENT

- 17.1 The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the Authority.

18. SUB-CONTRACTING

- 18.1 Nothing in the Contract shall be construed to create a partnership, joint venture, agency or employer/employee relationship between the parties.
- 18.2 In carrying out the Services the Contractor will be acting as principal and not as the agent to the Authority. Accordingly:
- (a) The Contractor will not (and will procure that its agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Authority, and
 - (b) Nothing in this Contract will impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this will not be taken to exclude or limit any liability of the Authority to the Contractor that might arise by virtue of either a breach of this Contract or any negligence on the part of the Authority, its staff or agents.
- 18.3 Where the Contractor enters into a sub-contract for the provision of any part of the Services, the Contractor shall ensure that a term is included in the sub-contract which requires the Contractor to pay all sums due to the sub-contractor within a specified period, not exceeding 30 days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.
- 18.4 The sub-contract shall also include a provision enabling the Authority to have the ability to directly enforce the benefit of the sub-contract under the Contracts (Rights of Third Parties) Act 1999, obligations in respect of security and secrecy, intellectual property and audit rights for the benefit of the Authority corresponding to those placed on the Contractor, but with such variations as the Authority reasonably considers necessary. The Contractor shall not include in any sub-contract any provision the effect of which would be to limit the ability of the Sub-contractor to contract directly with the Authority or a replacement provider of Services.

18.5 For the avoidance of doubt, in this Contract all persons engaged by the Services Provider and used under this Contract (whether permanent or temporary) will be used as part of the Services provision offered by the Service Provider. Any and all persons engaged by the Services Provider shall sign terms of engagement with the Service Provider and shall not be deemed to have an employment or co-employment relationship with the Authority. In respect of its staff and all other persons engaged by it to deliver the Services under the Contract, the Services Provider is responsible for ensuring the payment of remuneration, for making statutory deductions and for payment of all statutory contributions in respect of earnings related National Insurance and the administration of income tax (PAYE) which is applicable by law. All Parties shall adhere to all employment legislation.

19. DISCLOSURE OF INFORMATION

19.1 To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the Authority reserves the right to disclose information about this Contract pursuant to a valid request for information.

19.2 The Contractor shall not disclose any information relating to the Contract or the Authority's activities without the prior written consent of the Authority, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

19.3 The Authority is subject to the Data Protection Act 1998 and under the provisions of that Act it is a Data Controller and the Contractor is a Data Processor. To ensure that the Authority complies with its obligations under the Data protection Act 1998, the Contractor agrees:

- (a) to process Personal Data only in accordance with instructions from the Authority and only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- (b) to take appropriate organisational steps to protect the Personal Data from unauthorised or unlawful access or use, accidental loss, destruction, damage, alteration or disclosure.
- (c) to take reasonable steps to ensure the Contractor's Staff understand that the Personal Data is confidential and the importance of maintaining this confidentiality.
- (d) to obtain the Authority's consent in writing before transferring Personal Data to any sub-contractors or anyone else involved in providing the Services.

20. DISCRIMINATION

20.1 The Contractor shall not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010 or other relevant or equivalent legislation, as amended from time to time.

21. CONFLICT OF INTEREST

21.1 The Contractor shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for the Authority and that undertaken for other clients or the provision of Goods for the Authority and that undertaken for other clients. The Contractor shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against the Authority, including conflicts of interest which are likely to prejudice his independence and objectivity in performing the Contract, however this might arise.

21.2 The Contractor shall notify the Authority immediately of any circumstances it becomes aware of which give rise or potentially give rise to a conflict with the Contractor's provision of the Goods or Services and shall advise the Authority of how they intend to avoid such a conflict arising or remedy such situation.

21.3 Where a potential or actual conflict of interest arises, the Contractor shall subject to any obligations of confidentiality it may have to third parties provide all information and assistance reasonably necessary (at

the Contractor's cost) that the Authority may request of the Contractor in order to avoid or resolve the conflict of interest and shall ensure that at all times they work together with the Authority with the aim of avoiding a conflict or remedy a conflict.

- 21.4 Where it considers further or extensive action is necessary to identify and/or manage a conflict of interest the Authority shall have the right to require that the Contractor puts in place "Ethical Walls" and will ensure and satisfy the Authority that all information relating to the Contract and to the Services and Deliverables completed pursuant to it (to include all working papers, draft reports in both tangible and intangible form) are not shared or made available to other employees, contractors or agents of the Contractor and that such matters are not discussed by the relevant staff with other employees, contractors or agents of the Contractor.
- 21.5 In the event of a failure to maintain the "Ethical Walls" as described in [Condition 21.4 \(Conflict of Interest\)](#) arising during the course of this Contract, the Authority reserves the right to immediately terminate the Contract on giving written notice to the Contractor and to pursue the Contractor for damages.
- 21.6 If the Contractor's staff breach this Conflict of Interest Condition, the Contractor undertakes to keep the Authority fully and effectively indemnified in respect of all costs, losses and liabilities arising from any wrongful disclosure or misuse of the Confidential Information by the Contractor's staff. This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Authority may be entitled to, but for the avoidance of doubt shall be subject to the limitations of liability (including without limitation the cap on liability) set out in this Contract.

22. LOSS OR DAMAGE

- 22.1 The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of the Authority, or if the Authority agrees, compensate the Authority, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of the Authority. "Loss or damage" includes but is not limited to loss or damage to property, personal injury, sickness or death and loss of use suffered as a result of any loss or damage.

23. RECOVERY OF SUMS FROM CONTRACTOR

- 23.1 Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to the Authority, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with the Authority or with any department, agency or office of Her Majesty's Government.

24. TERMINATION

- 24.1 If the Contractor fails to fulfil its obligations under the Contract, the Authority may terminate the Contract immediately by written notice and, in accordance with [Condition 23 \(Recovery Of Sums From Contractor\)](#) may recover from the Contractor any reasonable costs necessarily and properly incurred by the Authority as a consequence of termination.
- 24.2 Without prejudice to [Condition 23.1 \(Recovery Of Sums From Contractor\)](#), the Authority shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor by giving the Contractor one month's written notice. During the period of notice the Authority may direct the Contractor to perform all or any of the work under the Contract. Where the Authority has invoked either of these rights, the Contractor may claim reasonable costs which it has incurred necessarily and properly as a result of the termination or reduction provided that the claim shall not exceed the total cost of the Contract. The Contractor's claim for reasonable costs shall not include loss of profit and consequential losses.
- 24.3 Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

25. INSURANCE

25.1 Where relevant and/or required by law, the Contractor shall put in place and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

26. NOTICES

26.1 A Notice may be served by the Authority on the Contractor in the following ways:

- (a) By delivery to the Contractor's place of business or any other address to which the Parties have agreed previously and recorded in writing that a Notice can be sent; or
- (b) By sending it by facsimile to the Contractor; or
- (c) By ordinary first class post to the Contractor's last known place of business or registered office.

26.2 A notice shall be deemed served at the time of delivery, after four hours for a facsimile, or on the second working day after posting.

27. VARIATIONS TO THE CONTRACT

27.1 The Parties may agree a variation to the Contract but this will not be effective until it has been recorded in writing and signed by the Contractor and a senior officer of the Authority requiring the Services and/or Goods. This Condition does not affect the Authority's sole right in [Condition 24.2 \(Termination\)](#) to reduce the quantity of Goods or Services which it requires under the Contract.

28. GENERAL

28.1 These Conditions shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Contractor may seek to apply under any purchase order, confirmation of order, invoice, delivery note or similar document.

28.2 The Contractor shall be deemed to have accepted the terms and conditions of the Contract by delivering the Goods and/or Service.

28.3 Time for delivery of Goods and/or provision of the Service shall be of the essence of the Contract.

28.4 If either Party does not enforce any one or more of the terms or conditions of this Contract this does not mean that the Party has given up the right at any time subsequently to enforce all terms and conditions of this Contract.

28.5 The Authority shall in no circumstances be liable for any claim, loss or damage whether arising in contract, tort (including negligence) or otherwise, for consequential, economic, special or other indirect loss and shall not be liable for any losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals whether direct or indirect and whether or not arising out of any liability of the Contractor to any other person.

29. DISPUTE RESOLUTION

29.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract before taking any legal action.

30. LAW

30.1 The Contract shall be governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England.

31. TRANSPARENCY

31.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Act, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Act. Notwithstanding any other term of

this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOI Act redacted) including from time to time agreed changes to the Contract, to the general public.

- (a) The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- (b) The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

32. DATA PROTECTION

- 32.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in the [Processing, Personal Data and Data Subjects Schedule at Annex B](#). The only processing that the Processor is authorised to do is listed in the [Processing, Personal Data and Data Subjects Schedule at Annex B](#) by the Controller and may not be determined by the Processor.
- 32.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 32.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 32.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with the [Processing, Personal Data and Data Subjects Schedule at Annex B](#), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the [Processing, Personal Data and Data Subjects Schedule at Annex B](#));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this condition;

- (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

32.5 Subject to [Condition 32.6 \(Data Protection\)](#), the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject 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 Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.

32.6 The Processor's obligation to notify under [Condition 32.5 \(Data Protection\)](#) shall include the provision of further information to the Controller in phases, as details become available.

32.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under [Condition 32.5 \(Data Protection\)](#) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;

- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

- 32.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this condition. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 32.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 32.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 32.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this contract such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 32.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 32.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this condition by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 32.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Programme Spend

1. The Supplier shall comply with the Supplier Code of Conduct as set out in this Appendix B and any changes made to the Code thereafter from time to time by the Authority.
2. The Supplier shall submit a Declaration of Compliance, as set out at Sub-Appendix B (Declaration of Compliance) of this Appendix B to the Agreement, within one (1) month of the Award of this Agreement and thereafter annually on the anniversary of the date of Award of this Agreement via the Controller's Data Protection Officer.
3. The Authority shall notify the Supplier during any Call-Off, made pursuant to this Framework Agreement, of the level of compliance required for the Call-Off, the level of compliance to be determined at the sole discretion of the Authority and taking into consideration the risk and value of the Services.
4. The Supplier shall ensure that the evidence outlined in Sub-Appendix A (Compliance Level Matrix) to this Annex for the required level of compliance is made available at the Call-Off stage where appropriate and at the frequency set out herein. The required level of compliance is Compliance Level 3 (CL3). The Authority reserves the right to request further evidence demonstrating the Supplier's compliance with the Code and to conduct spot checks from time-to-time.

Compliance Area 1: Value for Money and Governance

Value for Money is an essential requirement of all Authority commissioned work. All Suppliers must seek to maximise results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often-challenging environments that we work in.

Suppliers must demonstrate that they are pursuing continuous improvement to reduce waste and improve efficiency in their internal operations and within the delivery chain. The Authority expects suppliers to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

Specific requirements include:

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet the Authority's requirements (e.g. codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money choices, applies pricing structures that align payments to results and reflects an appropriate balance of performance risk;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned.

Compliance Area 2: Ethical Behaviour

Suppliers and their Sub-Contractors act on behalf of government and interact with citizens, public sector/third sector organisations and the private sector. These interactions must therefore meet the highest standards of ethical and professional behaviour that upholds the reputation of government.

Arrangements and relationships entered into, whether with or on behalf of the Authority, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by staff who are directly involved in the management of a programme, procurement, contract or relationship with the Authority, where key stages may be susceptible to undue influence. In addition, Suppliers and their Sub-Contractors must not attempt to influence an Authority member of staff to manipulate programme monitoring and management to cover up poor performance.

Suppliers and their Sub-Contractors must declare to the Authority any instances where it is intended that any direct or delivery chain staff members will work on Authority funded business where those staff members have any known conflict of interest or where those staff members have been employed by the Crown in the preceding two years. Suppliers and their Sub-Contractors must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Suppliers and their Sub-Contractors must have the following policies and procedures in place:

- ✓ Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest);
- ✓ Ongoing conflict of interest, mitigation and management;
- ✓ Refresher ethical training and staff updates (including awareness of modern day slavery and human rights abuses);
- ✓ A workforce whistleblowing policy;
- ✓ Procedures setting out how, staff involved in FCO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to FCO's Anti-Fraud and Corruption Unit (AFCU) at afcu@fco.gov.uk or on +44(0)7771 573944/ +44(0)7881 249938.

Compliance Area 3: Transparency and Delivery Chain Management

The Authority requires full delivery chain transparency from all Suppliers. All delivery chain partners must adhere to wider HMG policy initiatives including the support of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

Suppliers must engage their delivery chain supply partners in a manner that is consistent with the Authority's treatment of its Suppliers. This includes, but is not limited to: pricing; application of delivery chain risk management processes; and taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements.

Specific requirements for Suppliers include:

- ✓ Provide assurance to the Authority that the policies and practices of their delivery chain supply partners and affiliates are aligned to this Code;
- ✓ Maintaining and sharing with the Authority up-to-date and accurate records of all downstream partners in receipt of Authority funds and/or Authority funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are aware of the FCO's Anti-Fraud and Corruption Unit (AFCU) and how to contact them at afcu@fco.gov.uk or on +44(0)7771 573944/ +44(0)7881 249938.
- ✓ Publication of Authority funding data in accordance with the International Aid Transparency Initiative (IATI)¹
- ✓ Suppliers shall adhere to HMG prompt payment policy² and shall not use restrictive exclusivity agreements with sub-partners.

Compliance Area 4: Environmental Issues

Suppliers must be committed to high environmental standards, recognising that the Authority's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Suppliers must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to the Authority.

Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (eg the Extractive Industries Transparency Initiative³).

¹ <https://www.aidtransparency.net/>

² <https://www.gov.uk/guidance/prompt-payment-policy>

³ <https://eiti.org/>

Compliance Area 5: Terrorism and Security

Suppliers must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of applicable terrorism legislation.

Specific requirements:

- ✓ Suppliers must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme⁴. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ Suppliers who manage aid programmes with a digital element must adhere to the global Principles for Digital Development⁵, which sets out best practice in technology-enabled programmes
- ✓ Ensure that Authority funding is not linked to terrorist offences, terrorist activities or financing.

Compliance Area 6: Safeguarding, Social Responsibility and Human Rights

Safeguarding, social responsibility and respect for human rights are central to the Authority's expectations of its Suppliers. Suppliers must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within their complex delivery chain environments funded by the Authority. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Suppliers must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. The Authority will expect a particular emphasis on management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ All Supply Partners must be fully signed up to the UN Global Compact⁶;
- ✓ Practices in line with the International Labour Organisation (ILO) 138⁷ and the Ethical Trading Initiative (ETI) Base Code⁸ are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights as detailed in Sub-Appendix C to this Appendix B;
- ✓ Compliance level 1 Suppliers to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

⁴ <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

⁵ <https://digitalprinciples.org/>

⁶ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

⁷ http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

⁸ <https://www.ethicaltrade.org/eti-base-code>

Sub-Appendix A: Compliance Level matrix

The table below sets out the evidence that Suppliers are required to make available when requested by the Authority to demonstrate compliance with the Code.

For Call-Off Contracts requiring adherence to Compliance Level 1 (CL1) or Compliance Level 2 (CL2) the Supplier shall provide the evidence below at the frequency stated below to the Authority.

Compliance Area and requirement		Evidence Required	Frequency	CL1	CL2	CL3
i.	Declaration of compliance with the Supplier Code of Conduct	Declaration set out at Sub-Appendix B provided.	Annually	X	X	X
ii.	Declaration of sign up to the UN Global Compact	Certificate/Confirmation of membership	Annually	X	X	X
1. Value for Money (VfM) and Governance						
a.	Economic and governance policies in practice	Relevant organisation policies, including detailed annual financial breakdown related to the contract	Annually	X	X	0
b.	VfM being maximized over the life of a contract.	Relevant documentation to include: - Confirmation of annual profit level fluctuations since contract award; - Evidence of timely resolution of identified issues; - Evidence of lessons learned	Annually	X	X	0
c.	Tax declaration (HMRC format)	- Tax the organisation paid on profits made in the last 3 years, and in which countries; - Compliance with relevant country level tax regulations fully understood and met	Annually	X	X	0
2. Ethical Behaviour						
a.	Adherence to conflict of interest management procedures	Relevant organisation policies, including recruitment policy which must address circumstances where there may be potential or actual conflict of interest	Annually	X	X	0
b.	Ethical training and staff updates	Copy of training programme; Training logs; Relevant communication to staff	Annually	X	X	0
c.	A workforce whistleblowing policy	Relevant organisation policy and evidence of continuous staff awareness maintained.	Annually	X	X	0
d.	Staff involved in Authority funded programmes are aware	Relevant organization policy and evidence of regular	Annually	X	X	0

	of how to report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism to the Authority.	communication to staff.				
e.	Declaration of direct or delivery chain staff members proposed to work on Authority funded programmes if employed by the Crown in the preceding two years.	Proof of compliance with the HMG approval requirements under the business appointments rules.	Annually (and when a new member of staff who this applies to joins the project team)	X	X	0
3. Transparency and Delivery Chain Management						
a.	IATI compliance for Suppliers and delivery chain partners	Proof of compliance with IATI	Annually	X	0	0
b.	Provision of up-to-date and accurate records of all downstream supply partners provided within the required frequencies, including annual contractual spend on MSME's, women owned businesses and apprenticeships in place	Record of all downstream supply partners	Annually	X	0	0
c.	Policies and practices for the management of delivery chain partners and affiliates aligned to the Supplier Code of Conduct	Verification that policies and practices for the management and governance of delivery chain supply partners is in place	Annually	X	0	0
d.	Tax evasion, bribery, corruption and fraud compliance	Statement of assurance that there has been no change to previous statements	Annually	X	X	0
e.	HMG prompt payment policy adhered to by all delivery chain partners	Confirmation of adherence to HMG prompt payment policy	Annually	X	0	0
4. Environmental Issues						
a.	Processes in place to identify environmental risks (e.g. by maintaining a risk register) ensuring legislative requirements are met and context specific environmental issues addressed	Documentation demonstrating how environmental risks are identified (e.g. risk register) with formal context specific environmental safeguarding policies in place	Annually	X	0	0
b.	Annual environmental performance reports	Published reports	Annually	X	0	0
5. Terrorism and Security						
a.	Reporting of terrorist offences or offences linked to terrorist activities or financing	Status declaration	Annually	X	X	0

b.	Confirmation that no engaged employees or deliver chain personnel appears on the Home Office Prescribed Terrorist Organization List.	Appropriate certification or documentation	Annually	X	X	0
c.	Data is managed in accordance with DFID security policy and all systems are in accordance with the HMG cyber essentials scheme	Appropriate certification or documentation	Annually	X	X	0
d.	Adherence to best practice global principles for digital development	Appropriate certification or documentation	Annually	X	0	0
6. Safeguarding, Social Responsibility and Human Rights						
a.	Compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership; Internal documentation demonstrating best practice and compliance	Annually	X	X	0
b.	Measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by Relevant Individuals. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place.	Proof of application and embedding of a safeguarding policy	Annually	X	X	X
c.	Membership of the International Labour Organisation or Ethical Trading Initiative	Membership Number	Annually	X	0	0
d.	Principles cascaded to employees and sub-contractors via an internal policy or written outline of good practice service deliver approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Internal policies or communication demonstrating communication to staff and delivery chain partners showing appropriate level of commitment to the UN Compact Report on number and details of organization safeguarding allegations reported.	Annually	X	0	0

Sub-Appendix B: Declaration of Compliance

<i>Signed on behalf of the supplier</i>	
Full Name	
Position held on behalf of Supplier	
Date	

Sub-Appendix C: UN Global Compact – Principles

Principle 1: businesses should support and respect the protection of internationally proclaimed Human Rights

Principle 2: businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

In the Community

- by preventing the forcible displacement of individuals, groups or communities
- by working to protect the economic livelihood of local communities
- by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part
- through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford
- by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and
- perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights
- If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

In the Workforce

- by providing safe and healthy working conditions
- by guaranteeing freedom of association
- by ensuring non-discrimination in personnel practices
- by ensuring that they do not use directly or indirectly forced labour or child labour
- by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere
- by having an affirmative action programme to hire victims of domestic violence
- by making reasonable accommodations for all employees' religious observance and practices

Processing, Personal Data and Data Subjects Schedule

Annex B

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

1. The contact details of the Controller's Data Protection Officer are: Lauren.Babuik@fcdo.gov.uk
2. The contact details of the Processor's Data Protection Officer are: [DN: insert "contact details"]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Condition 14.1.</i> <i>Guidance: You may need to vary this section where (in the rare case) the Customer and Contractor have a different relationship. For example where the Parties are Joint Controller of some Personal Data:</i> <i>"Notwithstanding Condition 14.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i> <i>[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</i> <i>In respect of Personal Data under Joint Control, condition 14.1-14.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Annex 4.2 instead."</i>
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</i> <i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
Description	<i>Details</i>